



Indigenous and  
Northern Affairs Canada

Affaires autochtones  
et du Nord Canada

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Loi sur l'accès à  
l'information

## CONTRACT

### PURCHASING OFFICE:


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Department Name <b>Department of Indian Affairs &amp; Northern Development</b>
Mailing Address <b>10 Wellington Gatineau, Quebec K1A 0H4</b>

### CONTRACT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Contractor:
Name <b>Donna Cona</b>
Address <b>106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6</b>

INAC File No. <b>1000195315</b>	
Date of Contract (YYYYMMDD) <b>2017-10-30</b>	
Contract No. <b>4500370688</b>	
Financial Code(s) <b>122 A4124 A0000 ND70 54701</b>	
Destination(s) of Services <b>10 Wellington, Gatineau, Quebec, K1A 0H4</b>	
Invoices are to be submitted by Email to: <b>CFObmuFINANCE@aadnc-aandc.gc.ca</b>	
Address inquiries to: <b>deborah.cacciato@aadnc-aandc.gc.ca</b> c.c. aadnc.hqcontracts.aandc@canada.ca	
Telephone Number <b>(819) 956-3606</b>	Facsimile Number <b>(819) 953-7721</b>
Total Estimated Cost <b>\$83,902.60</b>	
Applicable Taxes <input checked="" type="radio"/> Included <input type="radio"/> Excluded	
For the Minister  Signing Authority Name <b>Deborah Cacciato</b>  Signing Authority Title <b>Senior Procurement Officer</b>   Signature <b>2017-10-30</b> Date (YYYYMMDD)	

**1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

**2. Security Requirements**

1. The Contractor/Offerer must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offerer personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offerer MUST NOT remove any PROTECTED information or assets from the Identified work site(s) and the Contractor/Offerer must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offerer must comply with the provisions of the:
  - i) Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - ii) Industrial Security Manual (Latest Edition).

**3. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

**4. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**5. Term of Contract**

**5.1 Period of the Contract**

The period of the contract is from November 1, 2017 to March 31, 2018 (inclusive).

s.19(1)

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Deborah Cacciato  
Senior Procurement Officer  
Department of Indian Affairs & Northern Development  
Procurement Services Section  
10 Wellington, 13<sup>th</sup> Floor, Rm. 169  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 956-3606  
Email: [deborah.cacciato@aadnc-aandc.gc.ca](mailto:deborah.cacciato@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.2 Project Authority**

The Project Authority for the Contract is:

Yves Robineau  
Director, Financial Systems Training  
15 Eddy Street, 3<sup>rd</sup> Floor  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 994-6630  
Email: [yves.robineau@aadnc-aandc.gc.ca](mailto:yves.robineau@aadnc-aandc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.3 Contractor's Representative**

Donna Cona  
106 Colonnade Road, Ste. 100  
Ottawa, Ontario  
K2E 7L6  
Attn: [REDACTED]

Telephone: [REDACTED]  
Email: [REDACTED]

s.20(1)(b)

s.20(1)(c)

**7. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**8. Payment**

**8.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the table below for a cost of \$74,250.00. Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
			A	B	C = A x B
For the period from Date of Contract Award up to and including March 31, 2018					
1	Stream 1 – Application Services – Substream 1.5 – ERP Technical Analyst	Intermediate			\$74,250.00
Subtotal:					\$74,250.00
HST (13%):					\$9,652.50
TOTAL:					\$83,902.60

**8.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$74,250.00. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **9. Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

- 0. Invoices must be distributed as follow

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### **10. Certifications**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **11. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **12. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- c) Annex A, Statement of Work;
- d) Annex B, Security Requirements Check List;
- e) the Contractor's bid dated October 17, 2017.

**13. Limitation of Liability - Information Management/Information Technology**

- a) Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b) **First Party Liability:**
- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (1) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
    - (2) physical injury, including death.
  - ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under i.(1) above.
  - v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
  - vi) In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

- vii) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c) **Third Party Claims:**

- i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**14. Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act, R.S., 1985, c. J-2*, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
- a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "Donna Cona acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, Donna Cona, if requested to do so by either Donna Cona or Canada, will defend both Donna Cona and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

**15. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

would have been performed if the Contractor had been able to gain access to the premises.

**16. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**17. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**18. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title

is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## **ANNEX A**

### **STATEMENT OF WORK**

#### **1. BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.

In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).

Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.

DIAND has a requirement for an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

#### **2. OBJECTIVE**

Due to a lack of resources and available expertise required to support the timely analysis, definition and implementation of departmental coding structure changes as a result of TBS led requirements, DIAND is seeking to establish one competitively awarded contract for a Level 2 – ERP Technical Analyst to ensure that DIAND has the timely and specialized expertise required for the above objectives.

#### **3. TASKS**

To provide services as an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training and representing the business owner.

In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

Typical activities of an **ERP Technical Analyst, Level 2** may include (but are not limited to):

- a) Providing support services to the software development and software testing teams;
- b) Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- c) Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;

- d) Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications;
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- f) Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified;
- h) Designing and documenting system components, interfaces and the operational environment;
- i) Designing data structures and files, subsystems and modules, programs, batch, on line and production;
- j) Monitoring procedures, testing strategies, and systems;
- k) Implementation of quality assurance standards regarding implementation;
- l) Documentation of modules and procedures;
- m) Introduction of operating releases to the supported systems; and,
- n) Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.



# ANNEX B

## SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL)

### LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Division générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/3CT 350-103/2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

<b>PART A - INFORMATION / PARTIE A - RENSEIGNEMENTS</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :	
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

TS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO CONFUSION RESTREINT	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	DOMESTIC TOP SECRET / SECRET À CARACTÈRE SECRET	PROTECTED / PROTÉGÉ	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / ACES														
Personnel / Ressources														
IT / Informatique														
IT / Informatique														
IT / Informatique														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Security Classification / Classification de sécurité  
UNCLASSIFIED

10

Security Classification / Class. Symbol, or Security  
UNCLASSIFIED

Canada<sup>®</sup>

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
1000195315  
Security Classification / Classification  
Canada

13. Organization / Organisation / Entité du projet du contrat Name (nom) - Nom (en lettres majuscules) Type / Type			Title - Titre Director, PST		
Telephone No. - N° de téléphone (416) 994-4830		Facsimile No. - N° de télécopieur (416) 994-4833		E-mail address - Adresse courriel Tous.Rothmann@psst.ca (416) 994-4833	
14. Organization / Organisation / Entité du projet du contrat Name (nom) - Nom (en lettres majuscules) Type / Type			Title - Titre Security Officer		
Telephone No. - N° de téléphone (416) 994-4830		Facsimile No. - N° de télécopieur (416) 994-4833		E-mail address - Adresse courriel Tous.Rothmann@psst.ca (416) 994-4833	
15. Are there any special instructions (e.g. Security, Confidentiality, Classification) to be followed? Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Other / Autre <input type="checkbox"/>					
16. Procurement Officer / Agence d'approvisionnement Name (nom) - Nom (en lettres majuscules) Title - Titre			Signature D. Caruso		
Telephone No. - N° de téléphone (416) 994-4830		Facsimile No. - N° de télécopieur (416) 994-4833		E-mail address - Adresse courriel Tous.Rothmann@psst.ca (416) 994-4833	
17. Contracting Security Agency / Agence contractuelle en matière de sécurité Name (nom) - Nom (en lettres majuscules) Title - Titre			Signature Tous.Rothmann		
Telephone No. - N° de téléphone (416) 994-4830		Facsimile No. - N° de télécopieur (416) 994-4833		E-mail address - Adresse courriel Tous.Rothmann@psst.ca (416) 994-4833	

785/901 260 300 000077

Security Classification / Classification de sécurité  
Canada

Canada

2017-09-22 10:01:11



Indigenous and  
Northern Affairs Canada

Affaires autochtones  
et du Nord Canada

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

## CONTRACT

### PURCHASING OFFICE:


Page 1 of 17

Department Name <b>Department of Indian Affairs &amp; Northern Development</b>
Mailing Address <b>10 Wellington Gatineau, Quebec K1A 0H4</b>

## CONTRACT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Contractor:
Name  <b>Donna Cona</b>
Address <b>106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6</b>

INAC File No. <b>1000195315</b>	
Date of Contract (YYYYMMDD) <b>2017-10-30</b>	
Contract No. <b>4500370688</b>	
Financial Code(s) <b>122 A4124 A0000 ND70 54701</b>	
Destination(s) of Services <b>10 Wellington, Gatineau, Quebec, K1A 0H4</b>	
Invoices are to be submitted by Email to <b>CIObmuFINANCE@aadnc-aandc.gc.ca</b>	
Address inquiries to: <b>deborah.cacciato@aadnc-aandc.gc.ca</b> <b>c.c. aadnc.hqcontracts.aandc@canada.ca</b>	
Telephone Number <b>(819) 956-3606</b>	Facsimile Number <b>(819) 953-7721</b>
Total Estimated Cost <b>\$83,902.60</b>	
Applicable Taxes <input checked="" type="radio"/> Included <input type="radio"/> Excluded	
For the Minister  Signing Authority Name <b>Deborah Cacciato</b>  Signing Authority Title <b>Senior Procurement Officer</b>   Signature	
Date (YYYYMMDD) <b>2017-10-30</b>	

**1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

**2. Security Requirements**

1. The Contractor/Offerer must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the Identified work site(s) and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - i) Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - ii) Industrial Security Manual (Latest Edition).

**3. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

**4. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**5. Term of Contract**

**5.1 Period of the Contract**

The period of the contract is from November 1, 2017 to March 31, 2018 (inclusive).

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Deborah Cacciato  
Senior Procurement Officer  
Department of Indian Affairs & Northern Development  
Procurement Services Section  
10 Wellington, 13<sup>th</sup> Floor, Rm. 169  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 956-3606  
Email: [deborah.cacciato@aadnc-aandc.gc.ca](mailto:deborah.cacciato@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.2 Project Authority**

The Project Authority for the Contract is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 894-6630  
Email: [vince.coburneau@canada.ca](mailto:vince.coburneau@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.3 Contractor's Representative**

Donna Cona  
106 Colonnade Road, Ste. 100  
Ottawa, Ontario  
K2E 7L6

Attn: [REDACTED]

Telephone: [REDACTED]  
Email: [REDACTED]



s.20(1)(b)

s.20(1)(c)

**7. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**8. Payment**

**8.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the table below for a cost of \$74,250.00. Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
			A	B	C = A x B
For the period from Date of Contract Award up to and including March 31, 2018					
1	Stream 1 – Application Services – Substream 1.5 – ERP Technical Analyst	Intermediate			\$74,250.00
Subtotal:					\$74,250.00
HST (13%):					\$9,652.50
TOTAL:					\$83,902.60

**8.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$74,250.00. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **9. Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

- 0. Invoices must be distributed as follow

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### **10. Certifications**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **11. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **12. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- c) Annex A, Statement of Work;
- d) Annex B, Security Requirements Check List;
- e) the Contractor's bid dated October 17, 2017.

**13. Limitation of Liability - Information Management/Information Technology**

- a) Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b) **First Party Liability:**
- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (1) any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
    - (2) physical injury, including death.
  - ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under i.(1) above.
  - v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
  - vi) In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.

vii) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c) **Third Party Claims:**

- i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**14. Intellectual Property Infringement and Royalties**

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "Donna Cona acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, Donna Cona, if requested to do so by either Donna Cona or Canada, will defend both Donna Cona and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

**15. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

would have been performed if the Contractor had been able to gain access to the premises.

**16. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**17. Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**18. Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title

is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



## **ANNEX A**

### **STATEMENT OF WORK**

#### **1. BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive responsibility for meeting the federal government's constitutional, treaty, political, and obligations to Indigenous and Northern peoples. Under this mandate, DIAND is responsible for the planning, design, implementation, assessment of policies, and the delivery of a variety of programs and services to Indigenous and Northern peoples and their communities.

In order to fulfill its mandate, DIAND has a number of applications that integrate with the SAP ERP Financial and Material Management System (hosted by Health Canada). These include the Grants and Contributions Information Management System (GCIMS), the Trust Funds Management System (TFMS), and the Shared Travel System (STS).

Treasury Board Secretariat (TBS) introduced a new Policy on Results to be implemented by departments by April 1, 2018. In order to comply with the fundamental requirements set out in the Policy, changes to the departmental coding structure are required.

DIAND has a requirement for an ERP Technical Analyst in order to enable the necessary organizational and system change activities. This work will directly support the efficient operation of financial functions throughout the department, assist in the transition from the old to the new financial coding structures, and support other related projects and initiatives.

#### **2. OBJECTIVE**

Due to a lack of resources and available expertise required to support the timely analysis, definition and implementation of departmental coding structure changes as a result of TBS led requirements, DIAND is seeking to establish one competitively awarded contract for a Level 2 – ERP Technical Analyst to ensure that DIAND has the timely and specialized expertise required for the above objectives.

#### **3. TASKS**

To provide services as an ERP Technical Analyst in support of the Project Authority, the Director, Financial Systems and Training and representing the business owner.

In the provision of services, the Contractor shall, on an "as and when required basis" and as described in the Contract document issued, provide (to the satisfaction of the Project Authorities) services as specified in this Statement of Work (SOW).

Typical activities of an ERP Technical Analyst, Level 2 may include (but are not limited to):

- a) Providing support services to the software development and software testing teams;
- b) Assisting in activities associated with the technical architecture, design and implementation of DIAND solutions;
- c) Identifying and documenting issues to ensure that new and existing customized software processes perform correctly in the various supported SAP environments;



- d) Developing, documenting and performing unit testing according to DIAND standards, supporting changes or enhancements to DIAND solutions to meet technical or functional requirement specifications;
- e) Liaising with technical, functional and Departmental representatives to ensure that the business requirements are being met by the enhancements or upgrades;
- f) Assisting with the production level support and maintenance of DIAND software provided to the participating areas;
- g) Assisting in developing the documentation and/or training related to the software created or modified;
- h) Designing and documenting system components, interfaces and the operational environment;
- i) Designing data structures and files, subsystems and modules, programs, batch, on line and production;
- j) Monitoring procedures, testing strategies, and systems;
- k) Implementation of quality assurance standards regarding implementation;
- l) Documentation of modules and procedures;
- m) Introduction of operating releases to the supported systems; and,
- n) Any other related technical system support services necessary to ensure the operation of other related DIAND corporate applications.

# ANNEX B

## SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#6



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL)

### LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government / Département et Organisation / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	
Restricted to / Limité à : <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS-SCT 350-103/2004/12

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government  
of Canada  
Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART A (CLIENT) / PARTIE A (CLIENT)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

PRODUCTION

11. c) Will the production (manufacture and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103/2004/121

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - SUMMARY CHART / TABLEAU RÉCAPITULATIF**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (v.a the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet) les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO CONFIDENTIAL	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Infos																	
Manufacturing / Fabrication																	
IT Mode / Support IT																	
IT Use / Utilisation IT																	
Link Attachement																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103/2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
		Saumur, Jacques O	<small>Digitally signed by Jacques O. Saumur, DN: cn=Jacques O. Saumur, o=Government of Canada, email=jacques.o.saumur@psg.gc.ca, c=CA</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@psg-psgc.gc.ca  
Telephone / Téléphone 813-943-1732  
Facsimile / Télécopieur 813-945-1712

TBS/SCT 350-103/2004-12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
1009195315  
Security Classification / Classification de sécurité  
Canada

13. Organization / Organisation Name (s) / Nom (s) Vega Robinson		Title / Titre Director, FBI	
Telephone No. / N° de téléphone (813) 884-0100	Facsimile No. / N° de télécopieur (813) 884-1003	E-mail address / Adresse courriel Vega.Robinson@fbi.gov	
14. Organization / Organisation Address (s) / Adresse (s) 1000 P.E. Blvd. Ft. Lauderdale, FL 33304-1700		Date / Date SEP 11 2017	
15. Are there any other persons to be interviewed / Y a-t-il d'autres personnes à interviewer? Yes / Oui		Signature / Signature [Signature] 2017/10/12	
16. Organization / Organisation Name (s) / Nom (s) DORIAN CAGLIARO		Title / Titre Sgt. Paul Dorian	
Telephone No. / N° de téléphone (813) 956-3344	Facsimile No. / N° de télécopieur (813) 956-3344	E-mail address / Adresse courriel [Signature]	
17. Organization / Organisation Address (s) / Adresse (s) [Signature]		Signature / Signature [Signature]	
Telephone No. / N° de téléphone	Facsimile No. / N° de télécopieur	E-mail address / Adresse courriel	

7815C1 260-100-300-012

Security Classification / Classification de sécurité

Canada

Doc No 3021.001 - 01



CONTRACT - CONTRAT

Page 1 of 1

PURCHASING OFFICE - BUREAU DES ACHATS :

Department Name - Nom du Ministère Department of Indigenous Affairs & Northern Development
Mailing Address - Adresse postale 10 Wellington Gatineau, Quebec K1A 0H4
<b>CONTRACT/CONTRAT</b> Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.  Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).  The Contractor hereby accepts this contract L'entrepreneur accepte le présent contrat  Person Authorized to Sign - Signataire autorisé  Name - Nom  Title - Titre  Signature  Date (YYYYMMDD) - (AAAAAMJJ) Return signed copy forthwith Prêt de retourner une copie dûment signée immédiatement
<b>Contractor - Entrepreneur</b> Name - Raison sociale Donna Cona  Address - Adresse 106 Colonnade Road, Ste. 100 Ottawa, Ontario K2E 7L6

AANDC File No. - No de référence des AADNC	
Date of Contract (YYYYMMDD) - Date du contrat (AAAAAMJJ) 2017-08-09	
Contract No. - No du contrat 4500367862	
Financial Code(s) - Code(s) financier(s) 120 A4773 NPGD AY182 55201	
Destination(s) of Services - Destination(s) des services 9 Montclair, 2nd Floor, Gatineau, Quebec, K1A 0H4	
Invoices are to be submitted by Email to: Les factures doivent être acheminées par courriel à : CFObmuFINANCE@aandc-aadnc.gc.ca	
Address inquiries to: Adresser toute demande de renseignements à :  Deborah Cacciato	
Telephone Number Numéro de téléphone (819) 956-3606	Facsimile Number Numéro de télécopieur (819) 953-7721
Total Estimated Cost - Coût total estimatif \$82,965.96	
Applicable Taxes - Taxes applicables <input checked="" type="radio"/> Included Inclus <input type="radio"/> Excluded En sus	
<b>For the Minister - Pour le Ministre</b>  Signing Authority Name - Nom du signataire Deborah Cacciato  Signing Authority Title - Titre du signataire Senior Procurement Officer  Signature Date Aug 9/17 (YYYYMMDD) - (AAAAAMJJ)	

CONTRACT No. 4500367862

**1. Security Requirements**

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provision of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex B; and,
- b) Industrial Security Manual (Latest Edition).

**2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from date of contract award up to and including March 31, 2018.

**5. Authorities**

**Contracting Authority**

The Contracting Authority for the Contract is:



CONTRACT No. 4500367862

Deborah Cacciato  
Senior Procurement Officer  
Department of Indigenous Affairs & Northern Development Canada  
Materials and Assets Management Directorate  
Procurement Services Section  
10 Wellington  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 956-3606  
Email: deborah.cacciato@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### Project Authority

The Project Authority for the Contract is:

Tim Doherty  
Team Leader, Application Development  
Department of Indigenous Affairs & Northern Development Canada  
9 Montclair, 2<sup>nd</sup> Floor  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 743-4984  
Email: tim.doherty@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6. Contractor's Representative

Donna Cona  
106 Colonnade Road, Ste. 100  
Ottawa, Ontario  
K2E 7L6

Attention: [REDACTED]  
Telephone: [REDACTED]  
Email: [REDACTED]

#### 7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

CONTRACT No. 4500367862

**8. Payment****8.1 Basis of Payment****Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a per diem of \$ \$82,965.96. Applicable Taxes are included.

	Description	Level of Expertise	Firm Per Diem Rate	Estimated # of Days	Total
			A	B	C = A x B
<b>For the period from Date of Contract Award up to and including March 31, 2018</b>					
<b>1</b>	Stream 1 – Application Services Application Software Architect	Level 3			\$38,880.00
<b>2</b>	Stream 4 – Business Services 4.1 Business Analyst	Level 3			\$34,080.00
<b>Subtotal:</b>					\$72,160.00
<b>Estimated QST: (14.975%)</b>					\$10,805.96
<b>Total:</b>					\$82,965.96

**9. Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$82,965.96. Applicable Taxes are included.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or Interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or Interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's obligation.

CONTRACT No. 4500367862

**10. Method of Payment - Monthly**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and,
- c) the work performed has been accepted by Canada.

**11. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

**12. Certifications and Additional Information**

**13. Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

**14. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**15. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

the Articles of Agreement;  
2010B (2016-04-04); General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

CONTRACT No. 4500367862

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Annex A, Statement of Work; and,  
Annex B, Security Requirements Check List.

**16. Replacement of Specific Individuals**

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

**ANNEX "A"**  
**STATEMENT OF WORK**

**SINGLE ACCESS FOR DISPUTE RESOLUTION ENTERPRISE SYSTEM (SADRE) SUPPORT  
SERVICES**

**1. BACKGROUND**

The Department of Indigenous Affairs and Northern Development (DIAND) has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to First Nations, Inuit and Northerners.

DIAND supports the SADRE for Residential School business processes.

SADRE allows senior management, management, case managers and other internal users to manage and have seamless access to processes such as ADR/Litigation/CEP/IAP type cases. SADRE provides the information management for eight (8) DIAND major business processes for the Residential School Dispute Resolution Programs (CEP, IAP-AANDC, IAP-IRSAS, ADR, Litigation, Schools, AP, RIM).

DIAND requires the services of the resources listed in this solicitation for the continuing changes as due to program transition, maintenance and support of SADRE.

**2. DESCRIPTION OF SERVICES**

The proposed Application/Software Architect will be responsible for all code changes, defect and bug fixes, testing of code changes, updating of documentation and analysis and design of all technical requirements.

The proposed Business Analyst will be responsible for analysis, updating of workflows and use cases and business documentation.

**3. TASKS AND DELIVERABLES**

- Managing scheduled releases changes and bug fixes for SADRE.
- Documented document statements of requirements.
- Fully functional and tested fixes to defects.
- Fully functional and tested code.
- Fully functional change requests and bug fixes.
- Fully documented requirements for enhancements, bug fixes and changes requests.
- Update documented requirements for interfaces with other DIAND applications and data.

All project related work must meet the Application Development, Database and Data Administration (ADDDA) standards of quality assurance.

All software code must conform to ADDDA Architecture team guidelines and common practices required for custom in-house application development.

CONTRACT No. 4500367862

**4. LOCATION OF WORK**

Department of Indigenous Affairs and Northern Development  
9 boul. Montclair, Floor 2  
Gatineau, Quebec  
K1A 0H4

**CONTRACT No. 4500367862**

*Released under the Access  
to Information Act*

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Loi sur l'accès à  
l'information*

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**ANNEX "B"**

**SECURITY REQUIREMENTS CHECK LIST**

## ANNEX "B"

## SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#8

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones à accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to / Limité à <input type="checkbox"/>		Restricted to / Limité à <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays		Specify country(ies) / Préciser le(s) pays	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>		NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>		COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>			TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>			TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>			TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SC 350-123/2004/12

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



CONTRACT No. 4500367862

COMMON-PS-SRCL#6



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B PERSONNEL (SUPPLIER) / PARTIE B PERSONNEL (FOURNISSEUR)**

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10 b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation de sécurité peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'y entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS-ECT 360-102/2004/12

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6

Government  
of Canada / Gouvernement  
du Canada

Contract Number / Numéro du contrat:

Security Classification / Classification de sécurité  
UNCLASSIFIED

## PART I (COMMON) / PARTIE I (GÉNÉRALE)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

## SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	NOTES TO PROTECTOR			CLASSIFIED CLASSIFIÉE			NATO					COMSEC				
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	SECRET TOP SECRET TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
							NATO CONFIDENTIAL	NATO CONFIDENTIAL			A	B	C			
Information Assets Ressources d'information - Sans restriction																
Information Assets Ressources d'information - Sans restriction																
Information Assets Ressources d'information - Sans restriction																

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail y sé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Oui  
☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Oui  
☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/GCT 350-103-2304 12.

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6

Government  
of Canada  
Gouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
		Saumur, Jacques O	<small>Digitally signed by Jacques O. Saumur DN: cn=J. O. Saumur, o=Government of Canada, ou=Services publics et Approvisionnement Canada, email=j.saurm@psa.gc.ca</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité  
Contract Security Program / Programme de sécurité des contrats  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@psa.gc.ca  
Telephone / Téléphone 813-845-1732  
Facsimile / Télécopieur 813-845-1712



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

s.19(1)

Department of Indian Affairs and Northern  
Development Canada  
10 Wellington, Les Terrasses de la  
Chaudière  
Gatineau, Quebec K1A 0H4

## CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract  
Le fournisseur accepte le présent contrat

Name, title of person authorized to sign (type or print)  
Nom et titre du signataire autorisé (caractère d'impression)

Signature

23 August, 2017

Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

MCIntyre & Associates

Canada

PWGSC-TPSGC 9400-10 (02/97)

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Page 1 of 12

PWGSC File No. - N° de référence des TPSGC E6021-120001/700/ZT		
Date of Contract - Date du contrat 2017-08-22		
Contract No. - N° du contrat 4500368276		
Requisition No. - N° de la demande	Yr An	Serial No. N° de série
Financial Code(s) - Code(s) financier(s)		
Duty - Droits		
F.O.B. - F.A.B.		
Goods and Services Tax - Taxe sur les produits et services HST (13%)		
Destination NCR		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: NAADNC-AANDC-SCG		
Address inquiries to: Adresser toute demande de renseignements à: bianca.richard@aadnc-aandc.gc.ca		
Telephone No. N° de téléphone (819) 934-7499	Facsimile No. N° de télécopieur ( ) -	
Total est. cost - Coût total est. \$4,520.00	For the Minister - Pour le Ministre Richard Aug. 23, 2017	

A0454877\_48-000048

Contract No. - 4500368276

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l'information*

**ProServices  
Medium Complexity Contract  
For Directed Contracts below 25K**

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.1 Security Requirements**

**1.1.2** There is no security requirement applicable to this Contract.

### **1.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services Leadership Development and Coaching Services for the Northern Affairs Office for Aboriginal Affairs and Northern Development Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.3 Task Authorization - Removed**

### **1.4 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.4.1 General Conditions**

2010B (16-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **1.4.2 Supplemental General Conditions - Removed**

#### **1.4.3 SACC Clauses - Removed**

### **1.5 Term of Contract**

#### **1.5.1 Period of the Contract**

The period of the Contract is from Contract Award to March 31, 2018 inclusive

#### **1.5.2 Option to Extend the Contract - Removed**

### **1.6 Authorities**

#### **1.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, Quebec K1A 0H4

Contact Name: Bianca Richard  
Telephone: 819-934-7499  
Facsimile: 819-953-7721  
E-mail address: bianca.richard@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.6.2 Project Authority

#### Department Name and Address

Contact Name: **Nicholas Bailey, Senior Executive Assistant to the DG, Natural Resources and Environment Branch**  
 Telephone: **819 997-7135**  
 Facsimile: **819 997-3788**  
 E-mail address: **nicholas.bailey@canuc-sednc.gc.ca**

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 1.6.3 Contractor's Representative

Contact Name: [REDACTED]  
 Telephone: [REDACTED]  
 E-mail address: [REDACTED]

## 1.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 1.8 Payment

### 1.8.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$4,000.00**. Applicable Taxes are extra.

### 1.8.2 Authorized Travel and Living Expenses - Removed

### 1.8.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$4,000.00**. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.9 Method of Payment (Multiple Payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.11 Time Verification - Removed

#### 1.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified

in the invoice is completed.

2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.14 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.15 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **1.16 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/700/ZT; and
- (i) the Contractor's bid dated - June 12, 2016

#### **1.17 Defence Contract - Remove**

#### **1.18 Basis for Canada's Ownership of Intellectual Property**

The Department of Indian Affairs and Northern Development has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **1.19 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **1.20 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **1.21 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.22 Government of Canada Web Standards - Removed

#### 1.23 Limitation of Liability – Information management/Information Technology

##### 1.24 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

##### 1.25 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **PROJECT TITLE:**

The services to be provided are coaching for professional and team development

#### **BACKGROUND:**

The provision of coaching services is part of DG's learning plan for 2017-18. These services need to be provided by an experienced professional who has experience with and access to a variety of coaching and professional development tools.

#### **OBJECTIVE:**

The objective of this contract is to assist with DG's leadership development and team development.

#### **SCOPE OF WORK:**

The work will consist of individual coaching session.

#### **OUTPUT:**

The work will consist of one-on-one sessions as well as individual work by the recipient. The work will begin in July 2017 and end by March 31, 2018, for a maximum of 20 hours. Payments will be made upon completion of objectives attained during coaching sessions.

#### **Departmental contact and support will be:**

Michèle Belley, Senior Executive Assistant to the DG, Natural Resources and Environment Branch, 819-987-7136

#### **Work of Location:**

Consultant's premises in Ontario.

s.20(1)(b)  
s.20(1)(c)

Contract No. - 4500368276

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

## ANNEX "B" BASIS OF PAYMENT

Tasks	Hours	Hourly rate (\$CAD)	Total
Provide coaching sessions, as requested.			\$2,486.00
Research and provide reading material in support of coachees' learning.			\$800.00
In consultation with the client, design and deliver a team learning activity to support team leadership development.			\$800.00
<b>Sub-Total</b>			\$4,000.00
<b>HST (13%)</b>			\$520.00
<b>Total</b>			\$4,520.00



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

# **PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

## **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

### **Name and Address of Contractor Nom et adresse de l'entrepreneur**

Donna Cona Inc.  
106 Colonnade Rd. , Suite 100  
Ottawa, ON

K2E7L6

ProServices SA  
E60ZT-120001/185/ZT

Canada



PWGSC-TPSGC 9400-4 (02/2014)

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to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Page 1 of 17

File No. - N° de dossier	
1000194490 - 4500368330	
Date of Contract - Date du contrat	
2017-08-29	
Contract No. - N° du contrat	
4500368330	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000194490	
Financial Code(s) - Code(s) financier(s)	
0420-A4154-NNWG-A0000-54701 0420-A4154-ND90-A6905-54701	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 9 Monclair, 2nd. Floor Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
nathalie.gagnon@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$86,003.60	
For the Minister - Pour le Ministre	
 	





**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For below NAFTA Requirements**

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

### **1.2 Statement of Work**

This Contract is being issued for the requirement of one (1) Stream 3 – Information Management (IM/IT Services – 3.3 Database Analyst – Senior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **1.4 Term of Contract**

#### **1.5.1 Period of the Contract**



s.19(1)

The period of the Contract is upon contract award to March 31, 2018, inclusive.

## 1.5 Authorities

### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda  
Procurement Officer  
Department of Indian Affairs and Northern Development  
10 Wellington Street, Room 195, 13<sup>th</sup> Floor,  
Gatineau, Quebec, K1A 0H4

Telephone: (819) 953-6153  
Facsimile: (819) 953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.5.2 Project Authority

The Project Authority for the contract is:

Vatthavone Suyavong  
Manager, Data and Database Administration  
Department of Indian Affairs and Northern Development  
9 Montclair St, Gatineau, Quebec, K1A 0H4

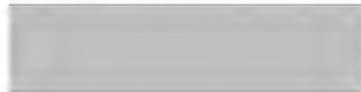
Telephone: 613-614-0904  
Facsimile: 819-994-7825  
E-mail address: [vatthavone.suyavong@canada.ca](mailto:vatthavone.suyavong@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 1.5.3 Contractor's Representative

Donna Cona Inc.  
106 Colonnade Rd., Suite 100  
Ottawa, Ontario, K2E 7L6

Contact Name:  
E-mail address:





## 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 1.7 Payment

### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure of \$74,802.00. Customs duties are included and Applicable Taxes are extra.

### 1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 74,802.00. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 1.8 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canada will pay invoices on contracts against the Supply Arrangement by:

\_\_\_\_\_ Visa  
\_\_\_\_\_ Mastercard



☒ Direct Deposit

### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (<http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html>) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (<http://www.aandnc-aandc.gc.ca/eng/1362499152985/1362499322435>).

### 1.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### 1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.



4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that



any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/185/ZT; and
- (g) the Contractor's bid dated August 18, 2017.

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order





that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### **1.19 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **1.20 Limitation of Liability – Information management/Information Technology**

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### **b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to





encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Stream 3 – Information Management (IM)/ IT Services – 3.3 Database Analyst - Senior

#### **SW1 BACKGROUND**

Department of Indian Affairs and Northern Development (DIAND) is responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North.

Application Development and Database and Data Administration (ADDDA), as a part of the Information Management Branch (IMB) within the department, provides high quality application and database development and maintenance services to the department while ensuring cost effectiveness, consistency with GOC policies and guidelines and the use of industry best practices.

With the increase in projects and application enhancement activities, the Database and Data Administration group within ADDDA requires an experienced Database Analyst to lead a complex Oracle Database Development Project.

#### **SW2 SCOPE OF WORK**

The Database Analyst will be responsible to plan, design and implement the automation of the database review process in an Oracle RDBMS environment (10g, 11g, 12c). The automated process will be used by the Database Group to ensure the new and enhanced applications' database structures are implemented in accordance with the ADDDA data modelling and database development standards and guidelines.

#### **SW3 TASKS**

The resource will perform the following tasks:

- Preparing a project plan including timelines;
- Designing, implementing and automating the database review process using PL/SQL;
- Developing and Implementing database review recommendation report and remediation plan templates
- Developing and implementing a database review procedure document.
- Integrating new automated review process with ADDDA Application Development and System Development Life Cycle (SDLC) methodologies.
- Training and mentoring junior Database Analysts on how to use the new automated review process to conduct database reviews.
- Reporting progress of the project on a weekly basis.

#### **SW4 DELIVERABLES**

- A completed and approved project plan including timelines;
- Completed and tested automated database review process written in PL/SQL available to the database group when required for database reviews;



- A clear, concise and implemented database review procedure document available to the database group when require for database reviews;
- Developed and implemented database review recommendation report and remediation plan templates available to the database group when require for database reviews;
- Junior database analysts are trained and capable to conduct database reviews using the automated process;
- Status updates on the project are provided weekly.

#### **SW5 LOCATION**

The work to be completed under the contract must be conducted on site at DIAND, located in Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location (9 Blvd Montclair, Gatineau) or parking fees to attend meetings at other DIAND buildings (e.g., 10 Wellington, Gatineau).

#### **SW6 TRAVEL REQUIREMENT**

No travel outside of the National Capital Region is required for this contract.

#### **SW7 SUPPORT**

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to the DIAND Project Authorities and/or other DIAND personnel for meetings, consultations, and information for the successful completion of the contractor's work and any authorized task(s);
- access to relevant documentation and reference materials to which the Contractor would not otherwise have access as required to complete the work, including access to DIAND's document repository (CDIM);
- timely review of, and feedback on, contractor submissions;
- Other assistance and support as appropriate.

#### **SW8 LANGUAGE OF WORK**

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



s.20(1)(b)

s.20(1)(c)

## ANNEX "B"

### BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of **\$74,802.00**. Customs duties are included and Applicable Taxes are extra.

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 3 – Information Management (IM)/IT Services – 3.3 Database Analyst – Senior Resource: <del>Scott Allen Parker</del>			<b>\$74,802.00</b>
4	Applicable Taxes (14.975%) Insert the amount, as applicable:			\$11,201.60
5	Total:			\$86,003.60



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## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

SRCL / LVERS #6



Gouvernement  
du Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	
		PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité:</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>10. a) Personal security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux: _____</p> <p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>				<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET												
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET												
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS															
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>PRODUCTION</p>															
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</p>															
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												

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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement inscrites dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉE			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Renseignements / Données																
IT Media / Média TI																
Personnel / Personnel TI																
IT Link / Lien TI																
IT System / Système TI																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART 13. AUTHORITY / PARTIE 13. AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> OUI
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Danica Zuger  
Quality Control Officer / Agente contrôle de la qualité  
Contracts Security Division / Division des contrats sécurité  
Danica.zuger@nrc-pwsc.gc.ca  
Tel/Tél 813-848-1870 Fax/Télec 813-854-4171

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Ministère des Affaires indiennes et du Nord Canada / Affaires indiennes et du Nord Canada

1000194490  
Security Classification / Classification Canada

13. Communications Project Summary / Résumé du projet de l'organisme Name (print) - Nom (en lettres majuscules) Yathaveene Sugraving		Title - Titre Acting Director, ADDGA		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 010-014-0890	Facsimile No. - N° de télécopieur 010-004-7825	E-mail address - Adresse courriel yathaveene.sugraving@canada.ca		Date 2017-06-08	
14. Communications Project Summary / Résumé du projet de l'organisme Name (print) - Nom (en lettres majuscules) Johanne Meiner		Title - Titre Contracting Officer		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 1-800-953-6153	Facsimile No. - N° de télécopieur 1-800-953-7721	E-mail address - Adresse courriel johanne.meiner@canada.ca		Date AUG 09 2017	
15. Are there additional personnel (e.g., Security Guard, Security Classification Officer, etc.)? Sont-ils des personnes supplémentaires (p. ex. Garde de sécurité, GSC ou classification de la sécurité) en plus (s'il y a lieu)? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui					
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres majuscules) Alma Marsden		Title - Titre Procurement Officer		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 010-953-6153	Facsimile No. - N° de télécopieur 010-953-7721	E-mail address - Adresse courriel alma.marsden@canada.ca		Date August 8, 2017	
17. Contracting Officer Summary / Résumé contractuel de l'organisme Name (print) - Nom (en lettres majuscules)		Title - Titre		Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date	

Security Classification / Classification de sécurité

Canada

NCR0912291-v1

Security Classification / Classification de sécurité



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

# **PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

## **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor**  
**Nom et adresse de l'entrepreneur**

QMR Staffing Solutions Inc  
75 Albert St. Suite 906  
Ottawa, ON

K1P5E7

ProServices SA  
E60ZT-120001/462/ZT

**Canada**



PWGSC-TPSGC 9400-4 (02/2014)

A0454877\_78-000078

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Page 1 of 16

File No. - N° de dossier	
1000194772 - 4500368370	
Date of Contract - Date du contrat	
2017-08-31	
Contract No. - N° du contrat	
4500368370	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000194772	
Financial Code(s) - Code(s) financier(s)	
0420-A4125-54801-A0000-ND7A	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 10 Wellington St. 12th. Floor Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
Harjit Khosla (harjit.khosla@canada.gc.ca)	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$24,719.62	
For the Minister - Pour le Ministre	
 	

**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For Directed Contracts below 25K**

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## **Delivery Requirements outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.1 Security Requirements**

1. Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6
2. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
4. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_C\_\_;
- b) *Industrial Security Manual* (Latest Edition).

### **1.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **1.4 Term of Contract**

#### **1.4.1 Period of the Contract**

The period of the Contract is from date of Contract to October 31, 2017.

Contract 4500368370

## 1.5 Authorities

### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development  
10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name: Alma Moyeda, Procurement Officer  
Telephone: 819-953-6153  
Facsimile: 819-953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development  
10 Wellington St. 12<sup>th</sup> Floor, Gatineau, QC K1A 0H4

Contact Name: Jean Philippe Simard - Director  
Transaction Payments Advisory Services  
Telephone: 819-953-1093  
Facsimile: 819-953-1093  
E-mail address: [JeanPhilippe.Simard@adnc-aindc.gc.ca](mailto:JeanPhilippe.Simard@adnc-aindc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 1.5.3 Contractor's Representative

QMR Staffing Solutions Inc.  
75 Albert St., Suite 906, Ottawa, ON K1P 5E7

Contact Name:  
Telephone:  
E-mail address:

## 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **1.7 Payment**

### **1.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$21,500.00. Applicable Taxes are extra.

### **1.7.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

### **1.7.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 21,500.00. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **1.8 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **1.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

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3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.10 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the Invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.12 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/462/ZT; and
- (f) the Contractor's bid dated August 24, 2017

#### 1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.



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3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act, R.S., 1985, c. J-2*, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

**Contract 4500368370**

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Financial Management Advisor

#### **SW1 BACKGROUND**

The DIAND Transfer Payments Advisory Services (TPAS) is under pressure to deliver ongoing services to our internal Clients to the benefit of the indigenous community. The team did a major restructuration and we are now proceeding with several staffing process.

The Centre of Expertise provides advisory and support services through policies, directives and other activities, including the:

- Development of National Funding Agreements Models
- Development of Guidelines, Information Bulletins and Best Practices
- Enhancement of Stakeholders' Engagement
- Establishment of Funding Agreement Service Standards
- First Nations and Inuit Transfer Payment System Management
- Integrated Management Control Framework for Grants and Contributions
- National Monitoring, Compliance and Reporting
- National Oversight on Grants and Contributions Management
- Recipient Audit Plan
- National Transfer Payment Management Training

#### **SW2 REQUIREMENT**

Transfer Payments and Advisory Services (here on referred to as the "project authority") is seeking the services of a consultant to assist the Department provide advisory and support services through policies and directives development. As well as any related activities such as inter-department consultations, to assist the department in developing new policies aligned with the coming recommendations of the GoC under the New Fiscal Relationship with indigenous communities.

#### **SW3 SCOPE OF WORK**

**Resource - Senior Financial Management**

- Formulating proposals for new government regulations, policies and guidelines pertaining to grants and contributions;
- Developing revisions to existing regulations, policies and guidelines pertaining to grants and contributions management practices;
- Providing advice regarding the financial and non-financial implication of changes in the Grants and Contributions programs;
- Providing advice and guidance to management on all matters pertaining to Grants and Contributions reporting, monitoring and control;
- Providing advisory services to ensure understanding, acceptance, uniform implementation and effectiveness of new or revised financial and operational management policies;
- Promoting acceptance of new grants and contributions practices, systems and procedures;
- Coordinating TPAS responses to the reports of the Auditor General and to other internal reports;
- Monitoring Grants and Contributions agreements to ensure that all terms and conditions are met and make recommendations for payment; and
- Support of the policy reviews pertaining to the predictability and sufficiency of funding as well as mutual accountability of Indigenous Recipient.

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**SW4 LANGUAGE REQUIREMENT**

The resource must have the ability to effectively communicate orally and in writing in English

**SW5 LOCATION**

The work to be completed under the contract must be conducted on site at DIAND, located at 10 Wellington St, Gatineau, QC. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location.

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# **ANNEX "B"** **BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,500.00. Applicable Taxes are extra.

	<b>Period</b> Contract award to March 31, 2018	<b>All-Inclusive fixed Per-Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
1	Stream 10 – Project Management Services 10.8 Financial Specialist – Senior Resource <del>Cynthia Beaman</del>			<b>\$21,500.00</b>
2	Applicable Taxes (QST: 14.975%)			\$3,219.62
3	Total:			\$24,719.62

Contract 4500368370

## ANNEX "C" SECURITY REQUIREMENT CHECK LIST

COMMON-PS-SRCL#6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000194772</b>
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7, c) (Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c))		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. (Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? (S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>1000194772</b>
Security Classification / Classification de sécurité UNCLASSIFIED

<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:</p>															
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux:</p>				<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET												
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET												
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS															
<p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>															
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>Part C - INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</p>															
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>PRODUCTION</p>															
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</p>															
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Contract 4500368370

*Released under the Access  
to Information Act*

*Communiqué en vertu de la  
Loi sur l'accès à  
l'information*

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## COMMON-PS-SRCLWS

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000194772</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature <b>Saurmur, Jacques O</b>			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saurmur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saurmur@psgc-psgsc.gc.ca  
Telephone / Téléphone 613-948-1732  
Facsimile / Télécopieur 613-948-1712

TSS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
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Canada

11.1 Personnel Security Screening Level Required: Niveau d'inspection de la sécurité du personnel requis :		<input type="checkbox"/> None Non requis	<input checked="" type="checkbox"/> Minimum Minimum	<input type="checkbox"/> Confidential Confidentiel	<input type="checkbox"/> Secret Secret	<input type="checkbox"/> Top Secret Très secret
11.2 Why concerned personnel do need for person of work? Du personnel sous suspicion d'être un agent des services de renseignement?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> Not / Non requis		
12. Was the document released to the public as PROTECTED and/or CLASSIFIED? Le document a-t-il été divulgué au public sous PROTEGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
Government of Canada / Gouvernement du Canada		Document Number / Numéro du document <b>1000124772</b>				

13. Contact with Person Authority / Contact de point de référence			
Name (print) - Nom (en lettres imprimées) Barclay Labelle		Title - Titre ADirector, TPAS	
Telephone No. - N° de téléphone 910-836-2820	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Barclay.Labelle@canada.ca	Date August 11, 2017
14. Organizational Security Authority / Responsabilité de la sécurité de l'organisme			
Name (print) - Nom (en lettres imprimées) Sylvie Beaulieu		Title - Titre Contract Officer	
E-mail address - Adresse courriel sylvie.beaulieu@ainc-inac.gc.ca	Date August 30, 2017		
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres imprimées) Alma Mayeda		Title - Titre Procurement officer	
Telephone No. - N° de téléphone 819 953 6153	Facsimile No. - N° de télécopieur 819 953 3921	E-mail address - Adresse courriel alma.mayeda@canada.ca	Date August 23, 2017
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité			
Name (print) - Nom (en lettres imprimées) Canada		Title - Titre Canada	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Subject / Sujet

Security Classification / Classification de sécurité

Canada

NCR09978613 - v1



Aboriginal Affairs and Northern  
Development Canada

Affaires autochtones et Développement  
du Nord Canada

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

## Amendment Number 1

All correspondence and invoices must show the file and Contract number

Contract Number: 4500368376	File Number: 1632-11/4500368376
EPSI Inc 6, Rue Ste-MARIE Gatineau, QC JBY 2A3	Human Resources Services - Staffing Consultant  March 7, 2018

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

### Delete:

#### 1.4.1. Period of the Contract

The period of the Contract is from contract award to March 31, 2018

### Replace with:

#### 1.4.1. Period of the Contract

The period of the Contract is from contract award to June 30, 2018.

NCR#10220482 (A)

Canada

1. Delete ANNEX "B" BASIS OF PAYMENT in its entirety and Replace with:

**ANNEX "B"**


**BASIS OF PAYMENT**

s.19(1)

s.20(1)(b)



s.20(1)(c)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,585.00. Applicable Taxes are extra.

	Period Contract award to June 30, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 8 - Human Resources Services 8.8 Staffing Consultant			\$14,160.00
2	Administer the National Society of Ocean Energy Multiple Choice In-Basket Exercise (NSOE)			\$3,187.50
3	Reference Check			\$1,237.50
4				\$21,585.00
5	Applicable Taxes (QST 14.975%)			\$3,232.35
6	Total:			\$24,817.35

**Total Value of this Amendment** ..... **\$0.00**

All other terms and conditions remain the same.

<b>A</b> Original Contract value	<b>\$24,817.35</b>
<b>B</b> Net change by amendment numbers N/A	<b>\$0.00</b>
<b>C</b> This amendment number 1	<b>\$0.00</b>
<b>D</b> Revised total value of Contract	<b>\$24,817.35</b>
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
 2018-03-07 Contractor Date	 Bruno Paradis Date Contract Officer, Procurement

s.19(1)



Public Works and Government  
Services Canada Travaux publics et Services  
gouvernementaux Canada

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**

EPSI Inc  
6, rue Ste-Marie  
Gatineau, QC

J8Y2A3

ProServices SA  
E60ZT-120001/053/ZT

Canada

File No. - N° de dossier <b>1000194879-4500368376</b>	
Date of Contract - Date du contrat <b>2017-09-11</b>	
Contract No. - N° du contrat <b>4500368376</b>	
Client Reference No. (optional) - N° de référence du client (facultatif) <b>1000194879</b>	
Financial Code(s) - Code(s) financier(s) <b>0420-A4151-54701-A0000-ND9A</b>	
Duty - Droits <input type="checkbox"/> Included Inclus	Applicable Taxes / Taxes applicables <input checked="" type="checkbox"/> Included Inclus
FOB - FAB <b>Quebec</b>	
Destination <b>Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4</b>	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à : <b>alma.moyeda@canada.ca</b>	
Address inquiries to: - Adresser toute demande de renseignements à : <b>alma.moyeda@canada.ca</b>	
Area code and Telephone No. Code régional et N° de téléphone <b>819-953-6153</b>	Facsimile No. N° de télécopieur <b>819-953-7721</b>
Total estimated cost - Coût total estimatif <b>\$24,817.35</b>	
For the Minister - Pour le Ministre <b>September 11, 2017</b>	

**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For Directed Contracts below 25K**

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### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

##### **Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#32**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED A**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED A**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Contract 4500368376

**1.4 Term of Contract****1.4.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2018.

**1.5 Authorities****1.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development  
10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name: Alma Moyeda, Procurement Officer  
Telephone: 819-953-6153  
Facsimile: 819-953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**1.5.2 Project Authority**

Department of Indian Affairs and Northern Development  
9 Montclair St., Gatineau, QC K1A 0H4

Contact Name: **Wathavone Surayong - Manager,  
Data and Database Administration**  
Telephone: 613-814-0904  
Facsimile: 819-953-7725  
E-mail address: [wathavone.surayong@canada.ca](mailto:wathavone.surayong@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**1.5.3 Contractor's Representative**

EPSI Inc  
6, rue Ste-Marie, Gatineau, QC J8Y 2A3

Contact Name:  
Telephone:  
E-mail address:





Contract 4500368376

## **1.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **1.7 Payment**

### **1.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$21,585.00**. Applicable Taxes are extra.

### **1.7.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

### **1.7.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 21,585.00**. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **1.8 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **1.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all

invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.10 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.12 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Contract 4500368376

### 1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/053/ZT; and
- (f) the Contractor's bid dated August 30, 2017

### 1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such

payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that

infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** ADDDA CS-04 Staffing Process

#### **SW1 BACKGROUND**

As part of its approved HR Plan, the ADDDA (Application Development/Database and Data Administration) has a need to staff key CS-4 positions.

#### **SW2 OBJECTIVE:**

ADDDA is seeking the help of a firm to provide resources and services to assist in the staffing process of CS-04 Manager(s).

#### **SW3 SCOPE OF WORK:**

The work to be performed is as follows:

- Conduct of pre-screening
- Assessment of written communication based on pre-screening answers
- Provision of an In-Basket exercise
- Provision of a Case study exercise
- Provision of a Structured interview
- Participating in all interview processes as assessors and documenting the final results
- Provision of a Reference Check Guide
- Conduct of telephone interviews
- Contacting and scheduling all candidates for interviews
- Provision of the contractor's assessment center
- Participation of a qualified assessor in conduct of the interviews
- Providing advice on any behavior based testing
- Provide all necessary administrative services
  
- Above services must also be provided to candidates from DIAND regions if required.

#### **SW4 OUTPUT/DELIVERABLES:**

The deliverables of this assignment include, but are not limited to the following:

- Results, with documented evidence, of pre-screening process
- Correction and results of the written communication assessment
- Correction and results of the In-Basket exercise
- Case study exercise including standardized answer grid and validation
- Structured interview material including standardized answer grid and validation
- Reference Check Guide
- Reference Check Reports

The contractor is responsible for the work and the deliverables as indicated. DIAND will be available for review and approval of all required materials in the timeframe indicated in the work plans agreed to by both parties.

The final documentation in terms of In-Basket, Case Study exercises and interviews materials must be provided in both official languages. Results and grids can be provided in English only

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The contractor must provide the facilities for the administration of the Communication and Case Study exercises and the interviews for the candidates and staffing board.

**SW5 DEPARTMENTAL SUPPORT:**

The Department will provide the following to the Contractor:

- DIAND will provide timely access to resources for information gathering, consultations, and reviews of draft and final deliverables.
- The work shall be completed at the contractor's site and shall require visits to DIAND facilities within the NCR

**SW6 LANGUAGE REQUIREMENT:**

The resources must have the ability to effectively communicate orally and in writing in French and English (Advanced level)

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Released under the Access  
to Information ActCommuniqué en vertu de la  
Loi sur l'accès à  
l'information**ANNEX "B"**  
**BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of \$21,585.00. Applicable Taxes are extra.

	Period Contract award to March 31, 2018	All-Inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 8 – Human Resources Services 8.8 Staffing Consultant			
2	Administer the National Society of Ocean Energy Multiple Choice In-Basket Exercise (NSOE)			
3	Reference Check			
4				\$21,585.00
5	Applicable Taxes (QST 14.975%)			\$3,232.35
6	Total:			\$24,817.35



# **ANNEX "C"** **SECURITY REQUIREMENT CHECK LIST**

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Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat <b>100 0194 879</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

## **SECURITY REQUIREMENTS CHECK LIST (SRCL)** **LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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Security Classification / Classification de sécurité  
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Canada

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<p><b>PART 1 - Information / PARTIE 1 - Renseignements</b></p> <p>2. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>3. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:</p>															
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux:</p> <p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>				<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET												
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET												
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS															
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p> <p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>PART 2 - Information / PARTIE 2 - Renseignements</b></p> <p><b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b></p>															
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>PRODUCTION</b></p>															
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b></p>															
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												

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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉE			TOP SECRET / Très SECRET
											A	B	C	
Information / Accès / renseignements / Renseignements	<input checked="" type="checkbox"/>													
IT Media / Support IT / IT LRM / LRM électronique	<input checked="" type="checkbox"/>													

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

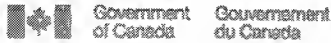
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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<b>FIELD AUTHORIZATION / PARTIEL - AUTHORIZATION</b>			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contract Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@psgc-pwgs.gc.ca  
Telephone / Téléphone 613-948-1732  
Facsimile / Télécopieur 613-948-1712

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Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
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Canada

<b>16.3 Personal Security Screening Report Forward</b> Informer d'urgence de la sécurité de personnel simple :		<input type="checkbox"/> Not simple <input checked="" type="checkbox"/> Relatively <input type="checkbox"/> Complicated <input type="checkbox"/> Other	<input type="checkbox"/> Top Secret <input type="checkbox"/> This level
<b>16.2 May unprocessed personnel be used for portions of work?</b> Des personnes non traitées pourraient-elles être utilisées pour des parties du travail?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
<b>16.1 Was the documentation submitted to this OGC by PROTECTING or by CLASSIFIED?</b> La documentation soumise à la présente LARV a-t-elle été PROTECTING ou CLASSIFIED?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
Department of Canada / Département du Canada		1400194879 Classification de sécurité	

<b>16.4 Contracting Agency / Responsable de la réalisation du contrat</b> Name (print) - Nom (en lettres imprimées) Valhalla Engineering		Title - Titre Acting Director, ADDA		Signature 
Telephone No. - N° de téléphone 613-614-0004	Facsimile No. - N° de télécopieur 613-614-7826	E-mail address - Adresse courriel Valhalla@valhalla.ca	Date 31-Aug-2009	
<b>16.5 Contracting Agency / Responsable de la réalisation du contrat</b> Name (print) - Nom (en lettres imprimées) I-REUEN, SA c/o Valhalla Engineering		Title - Titre Contracting		Signature 
Telephone No. - N° de téléphone 613-614-0004		Facsimile No. - N° de télécopieur 613-614-7826		Date 2009/09/11
<b>16.6 Are there additional instructions (e.g., Security Rules, Security Classification, etc.) attached?</b> Des instructions supplémentaires (p. ex. Règles de sécurité, classe de classification de la sécurité) sont-elles jointes?				
<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Other				
<b>16.7 Contracting Agency / Responsable de la réalisation du contrat</b> Name (print) - Nom (en lettres imprimées) Alana March		Title - Titre Procurement Officer		Signature 
Telephone No. - N° de téléphone 819 953 6153	Facsimile No. - N° de télécopieur 819 953 7721	E-mail address - Adresse courriel alana.march@canada.ca	Date Aug 31, 2009	
<b>16.8 Contracting Agency / Responsable de la réalisation du contrat</b> Name (print) - Nom (en lettres imprimées) Title - Titre @ Canada				
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel

Product 880-989970



Canada

NCR#10009648 - v1



Indigenous and  
Northern Affairs Canada

Affaires autochtones  
et du Nord Canada

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## CONTRACT - CONTRAT

### PURCHASING OFFICE - BUREAU DES ACHATS :

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Department Name - Nom du Ministère <b>Indian Affairs and Northern Development (DIAND)</b>
Mailing Address - Adresse postale <b>10 Wellington St., 13th Floor Gatineau, Québec K1A 0H4</b>

## CONTRACT/CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires Indiennes et du Nord, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Contractor - Entrepreneur :
Name - Nom <b>The VCAN Group</b>
Address - Adresse <b>275 Slater Street, Suite 900 Ottawa, Ontario K1P 5H9</b>

AANDC File No. - No de référence des AADNC <b>1000194285</b>	
Date of Contract (YYYYMMDD) - Date du contrat (AAAAMMJJ) <b>2017-09-06</b>	
Contract No. - No du contrat <b>4500368704</b>	
Financial Code(s) - Code(s) finacier(s)	
Destination(s) of Services - Destination(s) des services <b>9 Montclair St., Gatineau, Qc</b>	
Invoices are to be submitted by Email to: Les factures doivent être acheminées par courriel à : <b>bruno.paradis@aandc-aandc.gc.ca</b>	
Address Inquiries to: Adresser toute demande de renseignements à : <b>Bruno.Paradis@aandc-aandc.gc.ca</b>	
Telephone Number Numéro de téléphone <b>(819) 994-7284</b>	Facsimile Number Numéro de télécopieur <b>(819) 953-7721</b>
Total Estimated Cost - Coût total estimatif <b>\$85,943.81</b>	
Applicable Taxes - Taxes applicables <input checked="" type="radio"/> Included Inclus <input type="radio"/> Excluded En sus	
For the Minister - Pour le Ministre  Signing Authority Name - Nom du signataire <b>Bruno Paradis</b>  Signing Authority Title - Titre du signataire <b>Senior Procurement Officer</b>	
Signature 	Date <b>2017-09-06</b> (YYYYMMDD) - (AAAAMMJJ)

The following clauses and conditions apply to and form part of the contract:

1. **Security Requirements**

- 1.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

**Common PS SRCL #19 Security Clauses:**

**Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#19**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED Information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED Information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b. *Industrial Security Manual* (Latest Edition).

2. **Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

3. **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 **General Conditions**

**2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity)** apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and

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- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:
- Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; Invoices must only apply to the Contract. Each Invoice must indicate whether it covers partial or final delivery".
- Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".
- d) Section 10, Subsection 2 , paragraph a. is amended as follows:
- Delete: "the date, the name and address of the client department, Item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".
- Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".
- e) Insert:
- 2010B 36 (2015-04-01) Indemnification**
- The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

#### 4. Term of Contract

##### 4.1 Period of the Contract

The Work is to be performed during the period of September 14, 2017 to March 31, 2018.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bruno Paradis  
Title: Senior Procurement Officer  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
Address: 10 Wellington St., 13<sup>th</sup> Floor, Gatineau, Québec, K1A 0H4



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Telephone: 819-994-7284  
Facsimile: 819-953-7721  
E-mail address: Bruno.Paradis@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: Jackson JI  
Title: Team Leader, Database Administration  
Department of Indian Affairs and Northern Development  
Directorate: IMB - ADDA  
Address: 9 Montclair, Gatineau, Québec, K1A 0H4

Telephone: 819-743-3619  
Facsimile: 819-994-7825  
E-mail address: JacksonJI@canada.ca

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

Name: [REDACTED]  
Title: Sales Operations Manager, The VCAN Group  
Address: 275 Slater Street, Suite 900, Ottawa, Ontario, K1P 5H9

Telephone: 613-288-0450  
Facsimile: 613-822-8003  
E-mail address: [REDACTED]

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B"

## **7.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

## **7.3 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

## **7.4 SACC Manual Clauses**

"Removed"

## **7.5 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

## **7.6 T1204 – Direct Request By Department**

**7.6.1** Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

**7.6.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## **8. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this

contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each Invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**9. Certifications and Additional Information**

**9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

**9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**9.3 SACC Manual Clauses**

"Removed"

**10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;

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(f) the Contractor's bid dated August 21, 2017

**12. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**13. Official Languages**

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

**14. Foreign Nationals (Canadian Contractor)**

The Contractor must comply with Canadian Immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with Immigration requirements.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Department of Indian Affairs and Northern Development (DIAND) TECHNICAL ARCHITECT - LEVEL 3, DATABASE MANAGEMENT SYSTEM**

##### **A. BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND) is responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North.

Database and Data Administration (ADDDA), as a part of the Information Management Branch (IMB) within the department, provides high quality application and database development and maintenance services to the department while ensuring cost effectiveness, consistency with Government of Canada (GOC) policies and guidelines and the use of industry best practices. With the increase in projects and application enhancement activities, the Database Administration group within ADDDA requires expertise to ensure the database infrastructure has the capacity and stability for growth.

The objective is to develop technical architecture, frameworks and strategies to support DIAND's database management systems, and to develop the capacity in anticipation of the increased demand of department.

##### **B. SCOPE OF WORK**

The resource will perform the following duties:

- Develop a five-year roadmap of the DIAND database infrastructure, including migration, upgrade strategy to Oracle 12C using multi-tenant architecture for delivery of functional, robust and scalable database system.
- Evaluate hardware and software of the DIAND database backup and recovery to determine actual and potential bottlenecks, and recommend hardware changes and process improvements.
- Analyse, develop and recommend a failover architecture for DIAND business mission-critical database systems and DIAND database monitoring tool Cloud Control.
- Review business and application requirements for data, analyse data flow, and Analyse and develop a strategy of the technical infrastructure to meet business needs such as but not limited to interoperability with SSC backup technology, integration of business data flow, availability requirements and technology.
- Provide expertise to support decision on improvements within the area of database design and administration including technical, capacity and performance planning, and problem management.

**In addition:**

- All project related work must be performed to the satisfaction of the departmental Project Authority and IMB's Planning and Project Management Office (PPMO);
- All work performed will be in accordance with the Department's application development framework and all associated standards and frameworks and will be subject to periodic QA reviews;
- All contracted work will be performed in the National Capital Region (NCR) at DIAND premises, using DIAND technologies;
- All documentation is to be developed, managed and stored according to DIAND standards and practices;
- All technical and/or research documentation gathered during the course of this SOW is to be in DIAND document repository – CIDM (DIAND's RDIMS implementation);
- All contracted deliverables and intellectual property developed during the course of this SOW will remain the property of the Crown.

**C. GOVERNANCE AND REPORTING**

The Consultant will report to the contracting firm account representative.

**Location of Work**

Indigenous and Northern Affairs Canada  
8 boul. Montclair, Floor 2.

**Replacement**

Should the original resource provided for this contract be unable to fulfill the requirement, a replacement resource who meets all of the mandatory requirements may be substituted with the approval of the Project Authority. If the replacement resource is not approved by the Project Authority the contract shall be considered ended.

**D. CONTRACT TERMS AND DURATION**

These services are to be provided as required basis between **September 14, 2017 and March 31, 2018**. The service and support shall not exceed the value of the contract amount as follows:

**E. DIAND CONTACTS**

- **Michael J. A. Manager, Application Development, Database and Data Administration,**  
**DIAND**

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#### F. DELIVERABLES

Deliverables include:

- Documented Record of Decision reflecting the process and reporting on the Department's consensus assessment outcomes and rationales;
- Written advice and recommendations on the design, governance, process and tools to be used based on the review of the draft assessment process, including governance, composition of the assessment committee, assessment criteria and weightings by the Department in the Options Assessment to support DIAND in achieving a balanced, neutral and fair assessment process; and
- Independent report on the fairness of the Department's completed assessment process including lessons learned from other large initiatives undertaken by IMB in the past and recommendations.

#### Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the Federal Sustainable Development Act was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the Policy on Green Procurement and Federal Sustainable Development Strategy, for this requirement:

##### General

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.



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#### Travel

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the PWGSC Accommodation Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

#### Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

#### Goods Used In Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.



s.20(1)(b)

s.20(1)(c)

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## ANNEX "B"

### BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$74,750.00. Customs duties are included and Applicable Taxes are extra.

Eric Bergeron -  = \$74,750.00

SECURITY REQUIREMENT CHECK LIST (SRCL)

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UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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Gouvernement  
du Canada

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Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité: ☐ Non ☐ Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
☐ Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ  
☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT  
☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

☒ CONFIDENTIAL  
CONFIDENTIEL  
☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☒ SECRET  
SECRET  
☐ NATO SECRET  
NATO SECRET

☐ TOP SECRET  
TRÈS SECRET  
☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ Non ☐ Oui

☒ No ☐ Yes  
☐ Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
☐ Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
☐ Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
☐ Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
☐ Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
☐ Non ☐ Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

Contract No. - N° de contrat  
4500368704

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Loi sur l'accès à  
l'information Page 15 of - de 16

COMMON-PS-SRCL#19



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with  
attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec  
des pièces jointes).

Contract No. - N° de contrat  
4500368704



Government  
of Canada

Gouvernement  
du Canada

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COMMON-PS-SRCL#19

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Saumur, Jacques O  
Digitally signed by Saumur, Jacques O  
DN: c=CA, o=GC, ou=PWSC-TTSC,  
ou=Saumur, Jacques O  
Date: 2017.02.02 13:00:01 -05'00'

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@tpsgo-pwsc.gc.ca,  
Telephone / Téléphone 613-948-1732  
Facsimile / Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

A0454877\_129-000129



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development  
10 Wellington Street  
Gatineau, QC  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor**  
**Nom et adresse de l'entrepreneur**

Career Joy (1101417 Ontario)



Canada

PWGSC-TPSGC 9400-4 (02/2014)

A0454877\_130-000130

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l'information

Page 1 of 11

File No. - N° de dossier	
4500368779	
Date of Contract - Date du contrat	
2017-09-11	
Contract No. - N° du contrat	
4500368779	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195007	
Financial Code(s) - Code(s) financier(s)	
Duty - Droits	Applicable Taxes / Taxes applicables
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Destination	
ATL	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
Wm. Richard@aadnc-aadnc.gc.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
bianca.richard@aadnc-aadnc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-934-7499	
Total estimated cost - Coût total estimatif	
\$4,791.20	
For the Minister - Pour le Ministre	
Richard	

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The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

## **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to this Contract.

## **6.2 Statement of Work**

This Contract is being issued for the requirement of a Leadership Development & Executive Coaching Program of the Department of Indian Affairs and Northern Development, under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract Award to March 31, 2018 inclusive.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address:  
Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, QC  
K1A 0H4

Contact Name: Bianca Richard  
Telephone: 819 934-7499  
Facsimile: 819 953-7721  
E-mail address: bianca.richard@aandc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



### 6.5.2 Project Authority

Indian Affairs and Northern Development  
Atlantic Regional Operations  
40 Havelock  
Amherst, NS  
B5H 3Z9

Contact Name: Nathalie Levesque, Director, ESDPP  
Telephone: 902 661-6334  
E-mail address: Nathalie.levesque@aandc-aadnc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Contact Name: [REDACTED] Operations/Finance Manager  
Telephone: [REDACTED]  
E-mail address: [REDACTED]

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

### 6.7.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.8 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **6.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **6.10 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **6.11 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **6.13 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **6.14 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **6.15 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/001/ZT; and
- (i) the Contractor's proposal, Sep 8th 2017.

#### **6.16 Basis for Canada's Ownership of Intellectual Property**

The Department of Indian Affairs and Northern Development has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **6.17 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **6.18 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **6.19 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **6.20 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in

the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 6.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

**Project Title:**

**Executive Coaching Services**

**Objectives:**

As a new Director within the Department of INAC, the resource is seeking executive coaching services to provide advice and assistance on:

- organizational cultural transformation;
- best practices for engagement with First Nations partners; and
- in the development of a executive leadership skills .

**Scope of Work/Deliverables:**

The scope of work is the provision of is the delivery of an overall executive coaching program to the resource which will include the following key deliverables:

- (8) One to one personalized coaching sessions
- Assessment of Leadership Abilities
- Assessment of Leadership Competencies
- A leadership Development Plan
- 30-60-90 Day Career Plan
- Executive Personal /Professional Image Consulting

The coaching services will be delivered via telephone or videoconferencing.

s.20(1)(b)

s.20(1)(c)

**ANNEX "B"**  
**BASIS OF PAYMENT**

## Project Budget

Total budget for this project amounts to \$4,879.45 including 15% HST (\$636.45).

Deliverables	Units	Unit Cost	Total Cost
Career & Leadership Coaching Session - Includes curriculum, preparatory work, and travel costs	8		\$4,240.00
Subtotal			\$4,240.00
HST			\$551.20
Total			\$4,791.20





CONTRACT - CONTRAT

PURCHASING OFFICE - BUREAU DES ACHATS :

Page 1 of 14

Department Name - Nom du Ministère <b>Department of Indian Affairs &amp; Northern Development</b>
Mailing Address - Adresse postale <b>10 Wellington Gatineau, Quebec K1A 0H4</b>

CONTRACT/CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Contractor - Entrepreneur :
Name - Nom <b>Fujitsu Consulting (Canada) Inc.</b>
Address - Adresse <b>55 Metcalfe Street, Ste. 530 Ottawa, Ontario K1P 6L5</b>

AANDC File No. - No de référence des AADNC <b>1000195194</b>	
Date of Contract (YYYYMMDD) - Date du contrat (AAAA-MM-JJ) <b>2017-09-27</b>	
Contract No. - No du contrat <b>4500368818</b>	
Financial Code(s) - Code(s) financier(s) <b>0420.122.A4150.ND9B.10000.A6876.54701</b>	
Destination(s) of Services - Destination(s) des services <b>10 Wellington, Gatineau, Quebec, K1A 0H2</b>	
Invoices are to be submitted by Email to: Les factures doivent être acheminées par courriel à : <b>CFObmaFINANCE@aadnc-aandc.gc.ca</b>	
Address inquiries to: Adresser toute demande de renseignements à :  <b>deborah.cacciato@aadnc-aandc.gc.ca</b> <b>c.c. HQContracts@aadnc-aandc.gc.ca</b>	
Telephone Number Numéro de téléphone <b>(819) 956-3606</b>	Facsimile Number Numéro de télécopieur <b>(819) 953-7721</b>
Total Estimated Cost - Coût total estimatif <b>\$24,886.34</b>	
Applicable Taxes - Taxes applicables <input checked="" type="radio"/> Included Inclus <input type="radio"/> Excluded En sus	
For the Minister - Pour le Ministre  Signing Authority Name - Nom du signataire <b>Deborah Cacciato</b>  Signing Authority Title - Titre du signataire <b>Senior Procurement Officer</b>	
Signature 	Date <b>2017-09-27</b> (YYYYMMDD) - (AAAA-MM-JJ)



**1. Security Requirements**

- a) The Contractor/Offeror must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- c) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- d) The Contractor/Offeror must comply with the provisions of the:
  - i. Security Requirements Checklist and security guide (if applicable), attached at Annex B; and,
  - ii. Industrial Security Manual (Latest Edition).

**2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

**3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**4. General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**5. Term of Contract**

**a) Period of the Contract**

The period of the Contract is from date of Contract award to November 30, 2017.

**6. Authorities**

**a) Contracting Authority**

The Contracting Authority for the Contract is:

Deborah Cacciato  
Senior Procurement Officer  
Department of Indian Affairs & Northern Development (DIAND)  
Procurement Services Section  
10 Wellington, 13<sup>th</sup> Floor, Rm. 169  
Gatineau, Quebec  
K1A 0H4

Telephone: (819) 956-3606  
Email: [deborah.cacciato@aadnc-aandc.gc.ca](mailto:deborah.cacciato@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**b) Project Authority**

The Project Authority for the Contract is:

Hélène Lachance  
National Manager, Geometric Services  
Department of Indian Affairs & Northern Development (DIAND)  
10 Wellington  
Gatineau, Quebec  
K1A 0H4

Telephone: (613) 301-1159  
Email: [helene.lachance@canada.ca](mailto:helene.lachance@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**c) Contractor's Representative**

Fujitsu Consulting (Canada) Inc.  
55 Metcalfe Street, Ste. 530  
Ottawa, Ontario  
K1P 6L5

Attention: [REDACTED]  
Telephone: [REDACTED]  
Email: [REDACTED]

**7. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

s.20(1)(b)

s.20(1)(c)

**8. Payment**

**a) Basis of Payment – Professional Fees**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$21,645.00. Customs duties are included and Applicable Taxes are extra.

Name of Resource	Resource Category	Level	Per Diem	# of Days	Total
Mathieu Duval	Stream 2.10 – GIS Web Mapping Developer	2			\$21,645.00
GST (9.975%):					\$2,159.09
GST (5%):					\$1,082.25
Total:					\$24,886.34

**9. Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$21,645.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

# **PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

## **CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

Name and Address of Contractor  
Nom et adresse de l'entrepreneur

Dalian Enterprises and Coradix  
Technology Consulting, in Joint Venture  
151 Slater St. Suite 1010, Ottawa, ON

K1P5H3

ProServices SA  
E60ZT-120001/311/ZT

**Canada**


PWGSC-TPSGC 9400-4 (02/2014)

A0454877\_144-000144

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to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Page 1 of 17

File No. - N° de dossier	
1000195005-4500370340	
Date of Contract - Date du contrat	
2017-10-24	
Contract No. - N° du contrat	
4500370340	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195005	
Financial Code(s) - Code(s) financier(s)	
0420-A4151-54701-A0000-ND9A 0420-A4151-54701-AC4RN-ND9A	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 10 Wellington St. Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
vatthavone.suyavong@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$84,506.63	
For the Minister - Pour le Ministre	
	
Oct. 29, 2017	



**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For below NAFTA Requirements**

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_C\_\_;
  - b. Industrial Security Manual (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of one (1) Stream 4 – Business Services – 4.7 Business Transformation Architect - Senior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

s.19(1)

#### 1.4 Term of Contract

##### 1.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

#### 1.5 Authorities

##### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda  
Procurement Officer  
Department of Indian Affairs and Northern Development  
Room 195, 13<sup>th</sup> Floor, 10 Wellington Street  
Gatineau, Quebec, K1A 0H4

Telephone: (819) 953-6153  
Facsimile: (819) 953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 1.5.2 Project Authority

Vannavong Suyavong  
Manager, Application Development Database and Data Administration  
Department of Indian Affairs and Northern Development  
1100 Jean Jacques St. Gatineau, Quebec, K1A 0H4

Telephone: (819) 934-0984  
Facsimile: (819) 934-7825  
E-mail address: [vannavong.suyavong@canada.ca](mailto:vannavong.suyavong@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### 1.5.3 Contractor's Representative

Dalian Enterprises and Coradix Technology Consulting, in Joint Venture  
151 Slater St. Suite 1010  
Ottawa, ON K1P 5H3

Contact name: [REDACTED]  
Telephone: (613) 234-1995  
Facsimile: (613) 234-0988



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Contract No. 4500370340

E-mail address: [proposals@dalian.ca](mailto:proposals@dalian.ca)

## 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 1.7 Payment

### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B" to the limitation of expenditure of \$73,500.00. Applicable Taxes are extra.

### 1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 73,500.00. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 1.8 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canada will pay invoices on contracts against the Supply Arrangement by:  
\_\_\_\_\_ Visa





☐ Mastercard  
☒ Direct Deposit

### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (<http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html>) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (<http://www.aadnc-aadnc.gc.ca/eng/1362499152985/1362499322435>).

### 1.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### 1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.



4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that



any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/311/ZT; and
- (g) the Contractor's bid dated October 5, 2017

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.20 Limitation of Liability – Information management/Information Technology

Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### a. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to



encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**b. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Business Transformation Architect services

#### **SW1 BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to First Nations, Inuit, and Northerners.

The Application Development, Data and Database Administration (ADDDA) has a number of pilot projects and renewal initiatives in progress requiring the services of a senior resource to be assigned transformation, development and project management tasks on an as required basis.

DIAND requires the services of the resource listed in this solicitation for CRM to supplement internal resources.

#### **SW2 DESCRIPTION OF SERVICES:**

The Business Transformation Architect will work with Information Management Branch (IMB) in two areas:

##### **Application Portfolio Management**

- responsibility for overseeing various projects of different types
- update and remediation of information and tools for managing the application portfolio

##### **Application Initiatives**

- Business and architectural analysis, requirements and design for proposed IT solutions and pilot projects.
- Review of requirements, business processes and architecture for renewal projects of current IT solutions
- Development and oversight for web applications and reporting solutions.

#### **SW3 TASKS AND DELIVERABLES:**

- a) Providing expert advice on the key initiatives that enable enterprises to deploy high-impact web-enabled business processes that are focused, accountable and measurable, particularly about principles of leadership, governance, operational competencies, and technology;
- b) Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options;
- c) Providing expert advice in developing and integrating process and information models between business processes to eliminate information and process redundancies;
- d) Identifying candidate business processes for re-design, prototyping potential solutions, providing trade-off information and suggesting a recommended course of action. Identifying the modifications to automated processes;
- e) Analyzing business functional requirements to identify information, procedures and decision flows.





- f) Generating and executing test plans, procedures and scripts;
- g) Identifying and recommending new capability requirements and solution options;
- h) Using DIAND's standard methodology and processes including Rational Unified Process (RUP);
- i) Working in a team environment;
- j) Working on projects using an iterative System Development Life Cycle (SDLC) methodology;
- k) Identifying and recommending new processes and organizational structures;
- l) Analysis and development of business success "critical success factors";
- m) Analysis and development of architecture requirements design, process development, process mapping and training.
- n) Responsible for leading other functional staff to define business strategy and processes in support of transformation and change management activities.
- o) Coordinate development of training and coordination with other stakeholders.
- p) Create presentations and present to various stakeholders, and facilitate meetings and discussions

#### **SW4 LOCATION OF WORK**

The work to be completed under the contract must be conducted on site at DIAND, located in 9 boul. Montclair, 2<sup>nd</sup> Floor, Gatineau, QC and/or 10 Wellington, 7<sup>th</sup> floor, Gatineau, QC. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location

#### **SW5 TRAVEL REQUIREMENT**

No travel outside of the National Capital Region is required for this contract.

#### **SW6 DEPARTMENTAL SUPPORT**

DIAND will provide the contracted resource with:

- access to DIAND facilities;
- All technical and/or research documentation will be provided and found during the course of this contract is to be in DIAND document repository – CIDM (DIAND's RDIMS implementation);

#### **SW7 GOVERNANCE AND REPORTING**

The consultant will report to the Project Authority of this contract. All project related work must be performed to the satisfaction of the Technical Authority or DIAND Representative.

#### **SW8 LANGUAGE OF WORK**

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



s.20(1)(b)

s.20(1)(c)

**ANNEX "B"**  
**BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of \$73,500.00. Applicable Taxes are extra.

Period: Upon Contract to March 31, 2018		All-inclusive fixed Per-Diem Rate	Estimated number of days	Total
		A	B	C = A x B
1	Stream 4 – Business Services – 4.7 Business Transformation Architect – Senior Resource: Martin Lax			\$73,500.00
2	Applicable Taxes (14.975%)	Insert the amount, as applicable:		\$11,006.63
3	Total:			\$84,506.63





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Contract No. 4500370340

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

SRCL / LVERS #6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000195005</b>
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

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8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unescorted personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unescorted personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

**11. INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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**Part 3 - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saïées dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Données / Services / Informations / Services														
IT Media / Support IT / Lien électronique														

12. a) Is the description of the work contained within the SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité UNCLASSIFIED

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?</b> Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui	
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
Date		<b>23-06-2016</b>	

Danica Zuger  
Quality Control Officer/Agente contrôle de la qualité  
Contracts Security Division/Division des contrats sécurité  
Danica.Zuger@tpsgc-pwgc.gc.ca  
Tel/Tél 613-948-1670 Fax/Télex 613-954-4171

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Affaires indiennes  
et du Nord Canada

Indian and Northern  
Affairs Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
Reliability

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres majuscules) Vatthavone Suyavong				Title - Titre Acting Director, ADDDA		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-614-0904		Facsimile No. - N° de télécopieur 819-994-7825		E-mail address - Adresse courriel Vatthavone.Suyavong@canada.ca		Date 2017/08/21	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres majuscules) Alex L. L...				Title - Titre Contract...		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel		Date 2017/09/11	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui							
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres majuscules) Alma M...				Title - Titre Procurement Officer		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 819 953 6153		Facsimile No. - N° de télécopieur 819 953 7221		E-mail address - Adresse courriel alma.m...@canada.ca		Date September 7, 2017	
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres majuscules)				Title - Titre		Signature	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel		Date	

Security Classification / Classification de sécurité

Canada

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Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development (DIAND)  
10 Rue Wellington  
Gatineau, QC  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

Name and Address of Contractor  
Nom et adresse de l'entrepreneur

Donna Cona Inc.  
106 Colonnade Road, Suite 100  
Ottawa, ON, K2E 7L6

Signature

2007/11

Date

Oct 26/17

Witness:

Signature

Canada

PWGSC-TPSGC 9400-4 (02/2014)

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File No. - N° de dossier	
A1632-11/4500370433	
Date of Contract - Date du contrat	
2017-10-23	
Contract No. - N° du contrat	
4500370433	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195196	
Financial Code(s) - Code(s) financier(s)	
0420-A4149-54701-AA107-NPZZ	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
FOB	
Destination	
Gatineau, QC	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
Stacey.Claudet@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
Shuo.Chen@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-997-0407	819-953-7721
Total estimated cost - Coût total estimatif	
\$80,482.50	
For the Minister - Pour le Ministre	
[Signature]	

1.1	SECURITY REQUIREMENTS	3
1.2	STATEMENT OF WORK	3
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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

##### **Common PS SRCL #6 Summary:**

- Access to PROTECTED and CLASSIFIED information and/or assets (Block 6a);
- Type of Information: CANADA (Block 7a);
- No release restrictions (Block 7b);
- Level of Information – PROTECTED A and B (Block 7c);
- Personnel Security level – RELIABILITY STATUS (Block 10a);

##### **Common PS SRCL #6 Security Clauses:**

##### **Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6**

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Officer MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b. Industrial Security Manual (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of one (1) Senior Programmer/ Analyst for the Department of Indian Affairs and Northern Development (DIAND) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

##### **1.3.2 Supplemental General Conditions**



s.19(1)

4008 (2013-06-27), Professional Services - Medium Complexity, apply to and form part of the Contract.

#### 1.4 Term of Contract

##### 1.4.1 Period of the Contract

The period of the Contract is from date of Contract to **March 31, 2018 inclusive**.

#### 1.5 Authorities

##### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shuo Chen  
Title: Senior Procurement Officer  
Material and Assets Management Directorate  
Department of Indian Affairs and Northern Development  
10 rue Wellington, Gatineau, QC, K1A 0H4  
Telephone: 819-997-0407  
Facsimile: 819-953-7721  
E-mail address: [Shuo.Chen@aadnc-aandc.gc.ca](mailto:Shuo.Chen@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 1.5.2 Project Authority

Name: Stacey Cloutier  
Title: Director  
Business Decision Support (BDS) / Directorate  
Department of Indian Affairs and Northern Development  
9 Boulevard Jean-Jacques, Gatineau, QC, K1A 0H4  
Telephone: 819-997-0404  
Facsimile: 819-994-7926  
E-mail address: [Stacey.Cloutier@canada.ca](mailto:Stacey.Cloutier@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### 1.5.3 Contractor's Representative

Contact Name: [REDACTED]  
Title: Director of Consulting Services  
Telephone: 613-234-5407  
Facsimile: 613-234-7761  
E-mail address: [REDACTED]

#### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 1.7 Payment

### 1.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in Annex "B".

### 1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

### 1.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$70,000.00. **Customs duties are included and Applicable Taxes are extra.**
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 1.8 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the Invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as

the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.10 Time Verification

C0711C (2008-05-12) Time Verification

#### 1.11 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Enterprise Data Warehouse Program  
Department of Indian Affairs and Northern Development  
8 Boulevard Montclair, Gatineau, QC, K1A 0H4
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c. One (1) copy must be forwarded to the consignee.

#### 1.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 1.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4009 (2013-06-27), Professional Services - Medium Complexity;
- (c) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment
- (f) Annex "C", Security Requirements Check List (SRCL);
- (g) Supply Arrangement Number E60ZT-120001/185/ZT; and
- (h) the Contractor's bid dated October 5, 2017;

#### 1.16 Basis for Canada's Ownership of Intellectual Property

The Department of Indian Affairs and Northern Development (DIAND) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement



stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.20 Limitation of Liability – Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to Information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).

- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**1.21 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### 1.22 Additional SACC Manual Clauses

##### A9014C (2006-06-16) – Specific Person(s)

The Contractor must provide the services of the following person to perform the Work as stated in the Contract: Jihad (Jay) Miri.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **S.W.1. BACKGROUND**

The Information Management Branch (IMB) of the Department of Indian Affairs and Northern Development (DIAND) requires a Senior Programmer / Analyst with Business Intelligence (BI) development skills and expertise in using the latest IBM toolset to develop art-of-the-possible data visualizations, dashboards, and active reports.

The position requires an experienced and knowledgeable BI developer who has expertise in the latest IBM business intelligence suite of products, including Cognos Analytics (Cognos 11) and TM1. The Senior Programmer / Analyst must also have expertise in developing dashboards and producing data visualizations that provide insights and facilitate DIAND's ability to tell its performance story, and developing active reports.

The government's renewed focus on the achievement of results and reporting on these results, as evidenced by the July 2016 implementation of the *Policy on Results*, has been a catalyst for DIAND to push forward to upgrade our existing suite of BI products, develop improved dashboarding and data visualization capabilities, and implement active reporting capabilities. These improvements will directly affect DIAND's ability to deliver on the *Policy on Results*, as well as IM / IT's ability to meet the analytical needs of more clients in the department.

#### **S.W.2. OBJECTIVE**

Obtain a Senior Programmer/Analyst with superior data visualization skills and expert knowledge of the latest IBM suite of BI products (Cognos Analytics and TM1) to support the development of dashboards, data visualizations, and active reports using these latest IBM technologies.

#### **S.W.3. SCOPE OF WORK**

The Senior Programmer / Analyst will be responsible for exploiting the capabilities of IBM Cognos Analytics (Cognos 11) in support of IMB's fulfilment of its commitments to support the delivery of performance measurement products using the BI suite of tools.

The full scope of work will be defined with Management of Business Decision Support, the engaged Project Manager(s), as well as internal clients working on delivering on the *Policy on Results*. As a Senior Programmer / Analyst, the work may include the following components:

- To create and modify code and software;
- To create and modify screens and reports;
- To gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications;
- To design methods and procedures for small computer systems, and sub-system of larger systems;
- To develop, test and implement small computer systems, and sub-systems of larger systems; and,
- To produce forms, manuals, programs, data files, and procedures for systems and/or applications.

The tasks/responsibilities of the Senior Programmer / Analyst also include but are not limited to:

- meeting with clients to understand their data and their performance measurement objectives and needs.
- meeting with clients to demonstrate the latest BI capabilities using the latest versions of the IBM suite of products including, for example, the ability to bring in data from other sources such as TM1 or the Internet.



- working cooperatively and collaboratively with other BI resources, including staff and other contractors, in roles such as ETL developers, data modellers, testers, client support analysts et others, to ensure that clients' BI development requirements can be and are met using the latest IBM suite of products.
- leading the development of innovative BI products – including but not limited to dashboards, data visualizations, and active reports – to demonstrate the art-of-the-possible using the latest IBM suite of products.
- leading the development of innovative BI products to meet client requirements.
- mentoring other developers in the use and full exploitation of Cognos Analytics (Cognos 11) for the development of dashboards, active reports, data visualizations, as well as integrating mapping capabilities into products.
- supporting the role of Project Manager(s) to provide time and resource estimates to accomplish BI development functions.
- supporting Managers and/or Directors in IMB by analyzing options, assessing solutions, and providing recommendations concerning matters such as technology architecture for the upgrades to Cognos Analytics.

#### **S.W.4. DELIVERABLES**

- Software code;
- Dashboards, visualizations and reports;
- Methods and procedures for small computer systems, and sub-system of larger systems;
- Forms, manuals, programs, data files, and procedures for systems and/or applications;
- Business Intelligence and Analytic solutions leveraging data from external sources and/or a data warehouse.

#### **S.W.5. DEPARTMENTAL SUPPORT**

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to the DIAND Project Authorities and/or other DIAND personnel for meetings, consultations, and information for the successful completion of the contractor's work and any authorized task(s);
- access to relevant documentation and reference materials to which the contractor would not otherwise have access as required to complete the work, including access to DIAND's document repository (CIDM);
- timely review of, and feedback on, contractor submissions; and,
- other assistance and support as appropriate.

#### **S.W.6. LOCATION**

The work to be completed under the contract must be conducted on site at DIAND, located in Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location (9 Blvd Montclair, Gatineau) or parking fees to attend meetings at other DIAND buildings (e.g., 10 Wellington, Gatineau).

Where possible, but only in limited cases, the contractor may complete some work off site at the contractor's location; however, this may only occur with the authorization of the Project Authority.

#### **S.W.7. TRAVEL REQUIREMENT**

No travel outside of the National Capital Region is required for this contract.

### **S.W.8. GREENING GOVERNMENT OPERATIONS**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the Federal Sustainable Development Act was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the Policy on Green Procurement and Federal Sustainable Development Strategy, for this requirement:

#### **General**

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

#### **Travel**

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the PWGSC Accommodation Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

#### **Paper Consumption**

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

#### **Goods Used In Service Delivery**

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing

the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting [AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca](mailto:AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca).

- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

s.20(1)(b)

s.20(1)(c)

## ANNEX "B"

### BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in the Annex "A" - Statement of Work, to a limitation of expenditure of \$70,000.00 (applicable taxes are extra).

Contract Period: Contract Award to March 31, 2018

Category of personnel	Level of Experience	(A) Maximum Days for Resource	(B) Firm Per Diem Rate	(A x B) Total Cost
Stream 1.7 - Senior Programmer / Analyst				
Applicable Taxes				GST: \$3,600.00 QST: \$6,982.50
Contract Total				\$80,482.50

# ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST

COMMON PS-SECRET



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000195196</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**SECURITY REQUIREMENTS CHECK LIST (MRC)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Contracting Government / Department or Organization / Atteindre les exigences du gouvernement d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	
b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	
6. Indicate the type of access required / Indiquer le type d'accès requis	
7. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?	
b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access secret? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des formes d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	
8. c) Is this a commercial contract or delivery contract with no controlled goods? S'agit-il d'un contrat de fourniture ou de livraison commerciale sans empoisonnement de RUC?	
9. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
b) Release restrictions / Restrictions relatives à la diffusion	
c) Level of information / Niveau d'information	

TBS/ICT 250-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**

Canada

COMMON-PS-ORCL#3



Contract Number / Numéro du contrat <b>1000195196</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité.</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p> <p>Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux:</p>			<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
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<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET											
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS														
<p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>														
<p>11. b) May unclassified personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p> <p>If Yes, will unclassified personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</p>														
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>PRODUCTION</p>														
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les opérations du fournisseur auront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</p>														
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Existe-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												

T01NCT 350-108(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada  
Gouvernement du Canada

COMMON-PS-GRCL86

Contract Number / Numéro du contrat <b>1000195196</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

For users completing the form online (on the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (sur Internet), les réponses aux questions précédentes sont automatiquement saisies dans ce tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE		NATO					COMMENT					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO SECRET / SECRET OTAN	NATO CONFIDENTIAL / CONFIDENTIEL OTAN	NATO SECRET / SECRET OTAN	SECRET TOP SECRET / TRÈS SECRET OTAN	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Informations											A	B	C			
Classification / Classification																
TOP SECRET / TRÈS SECRET																
SECRET																
CONFIDENTIAL / CONFIDENTIEL																

12. a) Is the description of the work contained within this UNCL. PROTECTED under CLASSIFIED?  
La description du travail est-elle par la présente L'UNCL. PROTÉGÉE sous CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by inserting the top and bottom in the area entitled "Security Classification".  
Si Oui, classifiez ce formulaire en insérant la notation de sécurité dans la zone intitulée "Classification de sécurité".

12. b) Was the classification entered in the UNCL. or PROTECTED under CLASSIFIED?  
La classification entrée est-elle par la présente L'UNCL. ou PROTÉGÉE sous CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

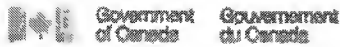
If Yes, classify this form by inserting the top and bottom in the area entitled "Security Classification" and indicate with asterisks (e.g. SECRET with Asterisks).  
Si Oui, classifiez ce formulaire en insérant la notation de sécurité dans la zone intitulée "Classification de sécurité" et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCLIS



Contract Number / Numéro du contrat <b>1000195196</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres majuscules)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres majuscules)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres majuscules)		Title - Titre	
Signature			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité			
Name (print) - Nom (en lettres majuscules)		Title - Titre	
Signature <b>SALEMI, JACQUES O</b>			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Salemi  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurisés /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
jacques.salemi@psa.gc.ca  
Telephone / Téléphone 613-948-1792  
Facsimile / Télécopieur 613-948-1712



Contract No. - N° de contrat  
4500370433

Amnd. No. - N° de la modif.

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

1.1 Personal Security Screening Level Required  
(Niveau d'examen de la sécurité du personnel requis) : ☐ No / Non ☒ Security / Sécurité ☐ Confidential / Confidentialité ☐ Secret ☐ Top Secret / Très secret

1.2 May recruitment personnel be used for position at level?  
(Les personnes recrutées autorisées à travailler pour le poste au même niveau des postes de travail) : ☒ No / Non ☐ Yes / Oui ☐ Not Applicable / Non applicable

1.3 Will the document be classified under the IRPA as CONFIDENTIAL or SECRET?  
(La documentation sera-t-elle classifiée en vertu de la Loi sur l'accès à l'information comme CONFIDENTIAL ou SECRET) : ☒ No / Non ☐ Yes / Oui

Classification of document : **CONFIDENTIAL**  
Date of classification : **10 Jan 1951**

2.1 Name (Nom) : **Shuo Chen** Title (Titre) : **Chief, Customer Services Support**

2.2 Position (Poste) : **Chief, Customer Services Support** Date (Date) : **Sept 1, 2017**

2.3 Organization (Organisation) : **IRPA** Status (Statut) : **Full-time**

2.4 Reporting Officer (Officier de rapport) : **Shuo Chen** Signature (Signature) : **[Signature]** Date (Date) : **2017/09/25**

2.5 Reporting Officer (Officier de rapport) : **Shuo Chen** Title (Titre) : **Sr. Front-end Officer** Signature (Signature) : **[Signature]** Date (Date) : **2017/07/13**

FORM 100-100 (000000)

Document Classification

Canada

1

NOV 2017 - 01  
NOV 2017 - 01

## Amendment Number 1

All correspondence and invoices must show the file and Contract number

Contract Number: 4500370434	File Number: 1632-11/4500370434
RFP Solutions 301-1150 Morrison Drive, Ottawa, ON, K4A 0N5	
	2018-03-09

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto.

**This Contract is being amended to extend the period of the Contract and to change the Contracting Authority.**

**On Page 3, Section 1.4 Term of the Contract**

**Delete at: 1.4.1 Period of the Contract**

**The period of the Contract is from contract award to March 31, 2018**

**Replace with**

**At 1.4.1 Period of the Contract:**

**The period of the Contract is from contract award to May 31, 2018**

**At 1.5 Authorities**

**Delete 1.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Meghan Smith

Telephone: 819-953-8129

E-mail address: [Meghan.Smith@aadnc-aandc.gc.ca](mailto:Meghan.Smith@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# Aboriginal Affairs and Northern Development Canada

Replace with:

## At 1.5 Authorities

### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Client Department Name and Address:** The Department of Indian Affairs and Northern Development

**Contact Name:** Véronique Larose

**Telephone:** 819-934-2031

**E-mail address:** [Veronique.Larose@canada.ca](mailto:Veronique.Larose@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## On Page 9, Annex A, Statement of Work

**Delete At project timeline:** From time of contract award to March 31, 2018

**Replace with**

**At project timeline:** From time of contract award to May 31, 2018.

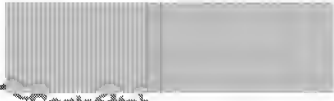

## On Page 11, Annex B - Basis of Payment

**Delete:** At: Annex B - (Section 1 - Period) Contract Award to March 31, 2018

**Replace:** At Annex B - (Section 1 - Period) Contract Award to May 31, 2018.

**Total Value of this Amendment** ..... **\$0.00.**

**All other terms and conditions remain the same.**

<b>A</b> Original Contract value	\$23,625.00
<b>B</b> Net change by amendment number N/A	\$0.00
<b>C</b> This amendment number 1	\$0.00
<b>D</b> Revised total value of Contract - No change	\$23,625.00
<p>We acknowledge receipt of this Amendment no. 1 and agree to the Terms and Conditions set out therein</p>	
<p>Signed, sealed and delivered on behalf of Her Majesty</p>	
 Contractor	 Véronique Larose Team Leader
March 10, 2018 Date	MAR 09 2018 Date



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Department of Indian Affairs and Northern  
Development Canada  
10 Wellington Street  
Gatineau, QC  
K1A 0H

s.19(1)

## CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract  
Le fournisseur accepte le présent contrat

Emily Johnston, Client Relationship Associate

Name, title of person authorized to sign (type or print)  
Nom et titre du signataire autorisé (caractère d'impression) Signat

October 24, 2017  
Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

RFP Solutions  
301-1150 Morrison Drive  
Ottawa, ON  
K4A 0N5

Canada

PWGC-TPSGC 9400-10 (02/97)

PWGC File No. - N° de référence des TPSGC 4500370434		
Date of Contract - Date du contrat 2017-10-20		
Contract No. - N° du contrat 4500370434		
Regulation No. - N° de la demande	Order Office Bureau demandeur	Yr An
		Serial No. N° de série
Financial Code(s) - Code(s) financier(s)		
Duty - Droits		
F.O.B. - F.A.B.		
Goods and Services Tax - Taxe sur les produits et services GST 5%		
Destination QC		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Barbara.DAmico@sadnc-sandc.gc.ca		
Address inquiries to: Adresser toute demande de renseignements à: Meghan.Smith@sadnc-sandc.gc.ca		
Telephone No. N° de téléphone	Facsimile No. N° de télécopieur	
819.953 0 - 8129	0 -	
Total est. cost - Coût total est. \$23,625.00	For the Minister - Pour le Ministre Meghan Smith	

A0454877\_184-000184

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.0 Security Requirements**

1.1 There is no security requirement applicable to this Contract.

### **1.2 Statement of Work**

This Contract is being issued for the requirement of Senior Procurement Specialists for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **1.3.2 Supplemental General Conditions**

**1.3.2.1 4007 (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.**

### **1.4 Term of Contract**

#### **1.4.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2018 inclusive.

### **1.5 Authorities**

#### **1.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Meghan Smith

Telephone: 819-953-8129

E-mail address: [Meghan.Smith@aadnc-aandc.gc.ca](mailto:Meghan.Smith@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **1.5.2 Project Authority**

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Barbara D'Amico

Telephone: 819-793-3452

E-mail address: [Barbara.DAmico@aadnc-aandc.gc.ca](mailto:Barbara.DAmico@aadnc-aandc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 1.7 Payment

##### 1.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

##### 1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

##### 1.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$22,500 Custom duties and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

##### 1.7.4 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. The Work performed has been accepted by Canada.

#### **1.8 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.9 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.11 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.12 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **1.13 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Supply Arrangement Number E60ZT-120001/375/ZT; and
- (g) the Contractor's bid dated October 4, 2017

#### **1.14 Basis for Canada's Ownership of Intellectual Property**

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **1.15 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **1.16 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the

criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim,

including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

**3. The Contractor has no obligation regarding claims that were only made because:**

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

**4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:**

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Project Title:**

Senior Procurement Specialists for Evaluation Process Support and Fairness Advisory Services in support of two (2) upcoming RFPs from DIAND.

#### **Background:**

With the current Tier2 ending on December 31, 2017 all possible extension has been exhausted, DIAND is launching a set-aside and non-set-aside request for proposal for task-based informatics professional services. DIAND will require guidance, advisory and evaluation support throughout the assessment process.

#### **Objective:**

The objective of this contract is to acquire the services of senior procurement specialists who are qualified, to aid in providing neutral and un-conflicted Evaluation Process Support and Fairness Advisory Services to provide orientation evaluation, support and oversight.

*The RFP's are for the following two processes Set-Aside and non-Set-Aside:*

- *Tier 2 RFP for Education and Social Development Partnerships and Programs (ESDPP).*

#### **Work required:**

- Provide a "refresher" workshop to bid evaluation committee in preparation for assessment of the bids;
- Providing fairness monitoring and advisory services to the Bid Evaluation Committee in support of their review of proposals received in response to the solicitation;
- Provide orientation to the Evaluation Committee as required during the evaluation process;
- Provide facilitation and note taking services for the mandatory and rated requirements;
- Provide evaluation support to ensure that all required paperwork is duly prepared (accuracy of the evaluation file) and ready to be submitted to Public Services and Procurement Canada (PSPC);
- Prepare and submit a report describing the evaluation process that was followed.

#### **Project timeline:**

From time of contract award to March 31, 2018.

#### **The Deliverables are:**

- Refresher workshop to Bid evaluation committee – before end of October, 2017
- Evaluation assistance/support for the:
  - Tier 2 Set-Aside following RFP closing date approximately early to mid-November, 2017
  - Tier 2 Non Set Aside following RFP closing date approximately around January 5, 2018.
- Notes and supporting documents
  - o Tier 2 – Set-Aside December, 2017
  - o Tier 2 Non Set-aside February, 2018

#### **Resources and qualifications:**

As the bid evaluation committee at DIAND has limited experience in Tier2 assessment, DIAND requires the assistance of Senior Procurement Specialists. In addition, the assistance of such expertise is essential due to the required quick turnaround on assessing and selecting a successful contractor through DIAND's Tier2 process.

**Constraints:**

The contractor may not bid on any Request for Proposal process associated to the work of this contract nor assist to any party in the preparation of a bid, directly or indirectly, in response to the Request for Proposal processes associated with the work of this contract.

Throughout the duration of this contract, the contractor may not disclose to anyone or to a third party confidential, proprietary information or documentation belonging to DIAND. At the completion of its obligations under the contract, the contractor will deliver all hard copies of any such information or documentation related to this contract.



s.20(1)(b)

s.20(1)(c)

**ANNEX "B"**  
**BASIS OF PAYMENT**

**COSTS:**

The following table outlines the estimated professional services costs associated with this project.

	Period	All-Inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Contract Award to March 31 <sup>st</sup> , 2018			
1a	Senior Procurement Specialist Services			\$22,500
			Total :	\$5,380.00
			GST on fees 5%	\$1,125.00
			Grand Total (taxes included)	\$23,825.00



## 10. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- a) Each invoice must be supported by:
  - i. a copy of time sheets to support the time claimed;
  - ii. a copy of the release document and any other documents as specified in the Contract;
  - iii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - iv. a copy of the monthly progress report.
- b) Invoices must be distributed as follows:
  - i. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

## 11. Certifications and Additional Information

- a) **Compliance**
  - i. Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List; and,
- (e) the Contractor's bid dated August 31, 2017.

## ANNEX A

### STATEMENT OF WORK

Geomatics Technical Services  
for the Support and Maintenance of the GIS Web Mapping Applications and Infrastructure

#### 1. BACKGROUND

Geomatics Services, within the Information Management Branch of the Department of Indian Affairs and Northern Affairs (DIAND), requires professional services to support the maintenance of its current GIS Web Mapping Applications and to develop new ones..

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products including ArcSDE-Oracle-based geospatial databases, web map services, web-based mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain Geographic Information System (GIS) web mapping developer expertise to 1) ensure the support and maintenance of the current GIS web Mapping Applications and 2) develop and deliver new GIS web mapping applications using the ESRI ArcGIS suite. This includes GIS technical issues resolution, GIS web mapping development and support as well as troubleshooting of the cloud, server-based geomatics system software and applications.

As a result, DIAND Geomatics Services requires a GIS Web Mapping Developer to complete the work as it relates to the above.

#### 2. TECHNICAL ENVIRONMENT

- a) It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1 desktop and server based environments.
- b) All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.
- c) The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in Section 3, Scope of Work for specific Resource Categories:  
  
Windows Server 2003/2008;  
MS Office Suite 2010;  
ORACLE product suite V11  
ESRI product suite V10.1 or higher
- d) All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository – DIAND's RDIMS implementation and the established conventions for mapping products.

### 3. SCOPE OF WORK

#### a) Technical Services and Analysis Related to This Project

In the provision of service to DIAND, the Contractor shall provide (to the satisfaction of the DIAND Project Authority) GIS and Geomatics Technical Services related to the support and maintenance and development of the GIS Web Mapping Application.

#### b) GIS Web Mapping Developer Tasks

The following task may include (but are not limited to):

- i. Developing and preparing diagrammatic plans for web based service delivery over the Internet.
- ii. Analyzing the problems outlined by systems analysts/designers in terms of such factors as style and extent of information to be transferred across the Internet.
- iii. Selecting and using the best available web development tools for linking the Internet-based client to the IT system's "back end" information delivery programs and databases.
- iv. Designing high-usability web pages to meet the requirements.
- v. Verifying accuracy and completeness of programs by preparing sample data and testing them by means of system acceptance test runs made by operating personnel.
- vi. Correcting program errors by revising instructions or altering the sequence of operations.
- vii. Testing instructions, and assembling specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modifications or reference.

### 4. DELIVERABLES

Specific deliverables for the resource categories listed and service requirements may include, but are not limited to, any combination of the following:

- i. Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;
- ii. Review, re-use and leverage all existing procedures manuals;
- iii. Review, re-use and leverage all work done previously under the Enterprise Geographic Project and client projects;
- iv. Review, re-use and leverage all work done to date on the establishment of the Enterprise Geographic Infrastructure;
- v. Document requirements that directly support the business processes, and define a minimum standard that must be met in any "to be" state;
- vi. Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- vii. Document technology constraints for hosting Enterprise Geographic solution and define a minimum standard that must be met in any "to be" state;

- viii. Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- ix. Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the data, and make a decision about data quality standard required for the implementation of solution;
- x. Document requirements for non-functional concerns such as performance, reliability, availability, and security;
- xi. Document the requirements for new interface based on the project requirements;
- xii. In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.
- xiii. The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.
- xiv. Payment will be made upon receipt of an invoice, based on the terms of payment specified in accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

## 5. REPORTING REQUIREMENTS

Reporting requirements may include, but are not limited to, any of the following:

- a) Weekly update reports, content documented through simple minutes and agenda (preferably in person);
- b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
- c) Other related reporting.

The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (5a), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.

The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.

It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

**6. LANGUAGE OF WORK**

The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability indicated in the Contractor's Proposal.

The language of all written Deliverables will be at a minimum in English.

## SECURITY REQUIREMENTS CHECK LIST

Page 10 of - de 14

Source Number: 100-195144  
Security Classification on Release: UNCLASSIFIED  
Date: 08-25-2017

**A0454877 201-000201**



— 22 —

1994-1995

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Les descriptions des lieux sont par le personnel l'ÉF et les notes de terrain PROTEGE et non CLASSÉ.

If Yes, Classify this form by annotating the top and bottom in the area entitled "Security Classification Data" information, translate to present formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire

1-800-REGISTRATION ASSISTANCE 1-800-828-6262

If Yes, classify this form by annotating the top and bottom of the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments)  
 Réviser l'affirmative classifiez présent formulaire en indiquant le niveau de sécurité dans la case intitulée

\* Cliquez sur le bouton de la barre du formulaire et indiquez qu'il y a des pages jointes (1 à 10) à télécharger.

1998年12月25日

Canada

COMMON PS-SFCI #2



Le gouvernement du Canada  
et le Canada



**PART B AUTHORIZATION OF THE AUTOSIGNATURE**

14. I authorize the use of my Autosign (I agree to provide the information)

Name (nom) : Nom (en lettres majuscules) Title (titre) Signature

Telephone No. N° de téléphone Facsimile No. N° de télécopieur E-mail address Adresse courriel Date

15. Organization Security Authority / Responsabilité de la sécurité de l'organisme

Name (nom) : Nom (en lettres majuscules) Title (titre) Signature

Telephone No. N° de téléphone Facsimile No. N° de télécopieur E-mail address Adresse courriel Date

16. Are there additional instructions re: Security Guide, Security Classification Guide attached? ☐ No ☐ Yes

Des instructions supplémentaires re: Guide de sécurité, Guide de classification de la sécurité sont-elles jointes? ☐ Non ☐ Oui

17. Principal Officer / Agente d'approbation

Name (nom) : Nom (en lettres majuscules) Title (titre) Signature

Telephone No. N° de téléphone Facsimile No. N° de télécopieur E-mail address Adresse courriel Date

18. Contracting Records Authority / Agente responsable en matière de contrats

Name (nom) : Nom (en lettres majuscules) Title (titre) Signature

Telephone No. N° de téléphone Facsimile No. N° de télécopieur E-mail address Adresse courriel Date

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1. Livestock Health Authority / Charge de gestion de l'élevage  
Name (print) / Nom (en lettres majuscules): Helene Lachance Title / Titre: National Manager, Geomatics Services Signature: Helene Lachance  
Telephone No. / N. de téléphone: 613-307-1125 Facsimile No. / N. de télécopieur: 613-994-7825 E-mail address / Adresse courriel: Helene.Lachance@canada.ca Date: 26 sept 2017

2. Organization Security Authority / Responsable de la sécurité de l'organisme  
Name (print) / Nom (en lettres majuscules): Title / Titre: Signature: Date: 26 sept 2017  
Telephone No. / N. de téléphone: Facsimile No. / N. de télécopieur: E-mail address / Adresse courriel: Date:

3. Are there additional instructions in the Security Guide, Security Classification (check, if any)?  
Y a-t-il des instructions supplémentaires en ce qui concerne le Guide de sécurité, Guide de classification de la sécurité (cocher, s'il y a lieu):

4. Product Owner / Agent d'appui aux produits  
Name (print) / Nom (en lettres majuscules): Title / Titre: Signature: Date: 26 sept 2017  
Telephone No. / N. de téléphone: Facsimile No. / N. de télécopieur: E-mail address / Adresse courriel: Date:

5. Contracting Authority / Autorité contractante en matière de matériel  
Name (print) / Nom (en lettres majuscules): Title / Titre: Signature: Date: 26 sept 2017  
Telephone No. / N. de téléphone: Facsimile No. / N. de télécopieur: E-mail address / Adresse courriel: Date:

Canada

s.19(1)



Aboriginal Affairs and Northern  
Development Canada

Affaires autochtones et Développement  
du Nord Canada

## Amendment Number 1

All correspondence and invoices must show the file and Contract number.



Contract Number: 4500369032	File Number: 1632-11/4500369032
Turtle Island Staffing Inc. 420 O'Connor Street, Suite 100 Ottawa, ON K2P 1W4	Project Administrator Services
	October 10, 2017

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

This amendment is raised to replace Janet Donnelly with Suzanne Lindo.

Total Value of this Amendment.....N/A

All other terms and conditions remain the same.

A Original Contract value	\$44,893.77
B Net change by amendment numbers N/A	\$0.00
C This amendment number 1	\$0.00
D Revised total value of Contract	\$44,893.77
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
 Contractor	 Alma Moyeda Procurement Officer
Oct 10/17 Date	Oct. 10, 2017 Date



## Amendment Number 2

All correspondence and invoices must show the file and Contract number.

Contract Number: 4500369032	File Number: 1632-11/4500369032
Turtle Island Staffing Inc. 420 O'Connor Street, Suite 100 Ottawa, ON K2P 1W4	Project Administrator Services
	November 7, 2017

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

1) In clause 1.7 Payment:

**DELETE:** in its entirety

**INSERT:**

### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure of \$ 56,979.75. Customs duties are included and Applicable Taxes are extra.

### 1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 56,979.75. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Aboriginal Affairs and Northern Development Canada

2) In Annex "B" Basis of Payment:


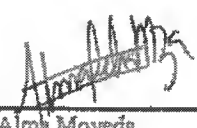
s.19(1)  
s.20(1)(b)  
s.20(1)(c)

DELETE: in its entirety  
INSERT:

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
1	Stream 5 – Project Management Services – 5.6 Project Administrator – Junior Resource: <del>XXXXXXXXXX</del>			\$56,879.75
2	Applicable Taxes (HST 13%)			\$7,407.36
3	Total:			\$64,387.11

Total Value of this Amendment.....\$19,493.34.

All other terms and conditions remain the same.

A Original Contract value	\$44,893.77
B Net change by amendment numbers 1	\$0.00
C This amendment number 2	\$19,493.34
D Revised total value of Contract	\$64,387.11
<p>We acknowledge receipt of this Amendment number 2 and agree to the Terms and Conditions set out therein</p> <p> NOV 7/2017</p> <p>Contractor Date</p>	
<p>Signed, sealed and delivered on behalf of Her Majesty</p> <p> Nov. 7, 2017</p> <p>Alma Moyeda Date Procurement Officer</p>	



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

## PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

s.19(1)

## CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

### Name and Address of Contractor Nom et adresse de l'entrepreneur

Turtle Island Staffing Inc.  
420 O'Connor Street, Suite 100  
Ottawa, ON

K2P1W4



ProServices SA  
E60ZT-120001/298/ZT


Canada

PWGSC-TPSGC 9400-4 (02/2014)  
A0454877\_208-000208

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to Information Act

Communiqué en vertu de la  
Loi sur l'accès à l'information

Page 1 of 17

File No. - N° de dossier	
1000194621-4500369032	
Date of Contract - Date du contrat	
2017-09-21	
Contract No. - N° du contrat	
4500369032	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000194621	
Financial Code(s) - Code(s) financier(s)	
0420-A4154-54701-A0000-ND9D	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
jackson.ji@canada.ca	
Address Inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$44,893.77	
For the Minister - Pour le Ministre	
 Sept. 21, 2017	





**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For below NAFTA Requirements**

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### **Delivery Requirements outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_C\_\_;
  - b. *Industrial Security Manual* (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of one (1) Stream 5 – Project Management Services – 5.6 Project Administrator – Junior for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.



### 1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 1.4 Term of Contract

### 6.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

## 1.5 Authorities

### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda  
Procurement Officer  
Department of Indian Affairs and Northern Development  
Room 195, 13<sup>th</sup> Floor, 10 Wellington Street  
Gatineau, Quebec, K1A 0H4

Telephone: (819) 953-6153  
Facsimile: (819) 953-7721  
E-mail address: alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development  
Application Development Database and Data Administration  
9 Metcalfe St. Gatineau, Quebec K1A 0H4

Contact Name: Jackson J. Team Leader  
Telephone: (819) 953-7721  
Facsimile: 819-994-7825  
E-mail address: jackson.j@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Contract 4500369032

s.19(1)

### 1.5.3 Contractor's Representative

**Turtle Island Staffing Inc.**  
420 O'Connor Street, Suite 1100  
Ottawa, ON K2P 1W4

Contact Name: [REDACTED]  
Telephone: [REDACTED]  
Facsimile: 613-567-4898  
E-mail address: [REDACTED]

### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 1.7 Payment

#### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure of \$ 39,729.00. Customs duties are included and Applicable Taxes are extra.

#### 1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 39,729.00. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 1.8 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canada will pay invoices on contracts against the Supply Arrangement by:

☐ Visa  
☐ Mastercard  
☒ Direct Deposit

#### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (<http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html>) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>).

#### 1.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

#### 1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the



Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.12 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



#### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/298/ZT; and
- (g) the Contractor's bid dated August 29, 2017.

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.





3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.20 Limitation of Liability – Information management/Information Technology

Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### a. First Party Liability:

i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";

ii. physical injury, including death.

iii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

iv. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.





- v. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (I.A) above.
  - vi. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
  - vii. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
  - viii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- b. **Third Party Claims:**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
  - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Stream 5 – Project Management Services – 5.6 Project Administrator - Junior

#### **SW1 BACKGROUND**

This requirement is for a Project Administrator with skills and experience in project and office administration and with Human Resources staffing support experience in the Government of Canada. Application Development, Data and Database Administration (ADDDA), part of the Informatics Management Branch, requires a Project Administrator to supplement internal administrative resources and will report to the Director of ADDDA to provide administration for management and staff. ADDDA also requires a Project Administrator to provide administrative/HR support for staffing actions.

#### **SW2 TASKS**

The Project Administrators - Junior tasks include, but are not limited to, the following:

- Provide administrative and technical support to project teams and management;
- Provide administrative support of staffing actions (updating and maintaining Statement of Merit Criteria, Staffing and Classification Action Request Forms (SCARFs), letters of offer, coordination of examination and interview scheduling, and other documentation as required);
- Assist data processing professionals, technical users and end users in simple routine tasks, including booking meetings and training; making travel arrangements using the Treasury Board Travel Directive, scheduling conference calls; and working with Government forms-based processes;
- Assist in maintaining project documentation and system libraries;
- Provide administrative support for invoice processing and tracking;
- Track project change requests;
- Maintain and update project information in manual and/or electronic files;
- Use, including but not limited, to MS Office Suite and MS Project, on desktop computers to perform primary functions

#### **SW3 DELIVERABLES**

The Project Administrator will be responsible for the provision of all required deliverables within the timeframes specified in the project plan. Major deliverables include (but are not limited to):

- Any documents created during the course of this contract must be stored in the INAC document repository – CIDM (INAC's RDIMS implementation); and
- Monthly time and progress reports due the last working day of each month.

#### **SW4 LOCATION**

The work to be completed under the contract must be conducted on site at DIAND, located in 9 boul. Montclair, Gatineau, QC, Floor 2, Gatineau Quebec. The contracted resource is responsible for travel time and travel cost, including any costs related to vehicle parking at the work location

#### **SW5 TRAVEL REQUIREMENT**

No travel outside of the National Capital Region is required for this contract.



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Contract 4500369032

#### **SW6 SUPPORT**

DIAND will provide, as needed, the contracted resource with:

- access to DIAND facilities;
- access to relevant documentation and reference materials to which the Contractor would not otherwise have access as required to complete the work, including access to DIAND's document repository (CDIM);
- Other assistance and support as appropriate.

#### **SW7 LANGUAGE OF WORK**

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



s.20(1)(b)

s.20(1)(c)

## ANNEX "B" BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex \_B\_, to the limitation of expenditure of \$39,729.00. Customs duties are included and Applicable Taxes are extra.

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 5 – Project Management Services – 5.6 Project Administrator – Junior Resource: Janet Donnelly			\$39,729.00
4	Applicable Taxes (HST 13%)			\$6,164.77
5	Total:			\$44,893.77



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## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

SRCL / LVERS #6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000194621</b>
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

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Contract Number / Numéro du contrat

1000194621

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A - Introduction / PARTIE A - Introduction**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes  
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL SUPPLIER / PARTIE B - PERSONNEL FOURNISSEUR**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  
☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION FOURNISSEUR**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  
☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  
☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  
☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  
☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  
☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

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Gouvernement  
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Contract Number / Numéro du contrat

1000194621

Security Classification / Classification de sécurité  
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**PART B - SUMMARY CHART / PARTIE C - RÉCAPITULATIF**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO SECRET / SECRET	NATO CONFIDENTIAL / CONFIDENTIEL	NATO SECRET / SECRET	COMSEC TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Renseignements / Données																	
System / Système																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SC1 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

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Contract Number / Numéro du contrat <b>1000194421</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <b>23-06-2016</b>

Danica Zuger  
Quality Control Officer/Agente contrôle de la qualité  
Contracts Security Division/Division des contrats sécurité  
Danica.zuger@psgo-pwsec.gc.ca  
Tel/Tél: 613-946-1570 Fax/Télec: 613-954-4171

TBS/SCT 850-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**

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Contract 4500369032



Affaires indiennes  
et du Nord Canada

Affaires indiennes  
et du Nord Canada

Contract Number / Numéro du contrat <b>1000199621</b>
Security Classification / Classification de sécurité Reliability

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) -- Nom (en lettres majuscules) <b>Vathavone Suyavong, acting Director</b>		Title - Titre <b>Manager, ADDA</b>		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone (613) 614-0804	Facsimile No. - N° de télécopieur 619 894-7825	E-mail address -- Adresse courriel <b>Vathavone.Suyavong@canada.ca</b>		Date <b>2017/07/24</b>	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) -- Nom (en lettres majuscules) <b>Alma Mayeda</b>		Title - Titre <b>Contracting Security Officer</b>		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613 953 6153	Facsimile No. - N° de télécopieur 619 894-7825	E-mail address -- Adresse courriel <b>alma.mayeda@canada.ca</b>		Date <b>2017/08/21</b>	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes ? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui					
16. Procurement Officer / Agent d'approvisionnement Name (print) -- Nom (en lettres majuscules) <b>Alma Mayeda</b>		Title - Titre <b>Procurement Officer</b>		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone <b>613 953 6153</b>	Facsimile No. - N° de télécopieur <b>619 894 7821</b>	E-mail address -- Adresse courriel <b>alma.mayeda@canada.ca</b>		Date <b>Augst. 16, 2017</b>	
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité Name (print) -- Nom (en lettres majuscules)		Title - Titre		Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address -- Adresse courriel		Date	

Security Classification / Classification de sécurité
--

Canada  
1-877-968-7868



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

s.19(1)

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

Name and Address of Contractor  
Nom et adresse de l'entrepreneur

Turtle Technologies Inc.

ProServices SA  
E60ZT-120001/299/ZT


Canada

PWGSC-TP5GC 9400-4 (02/2014)  
A0454877\_226-000226

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File No. - N° de dossier	
1000195082-4500369266	
Date of Contract - Date du contrat	
2017-09-20	
Contract No. - N° du contrat	
4500369266	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195082	
Financial Code(s) - Code(s) financier(s)	
0420-A4150-54701-A6876-ND9H	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
helene.lachance@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$24,901.29	
For the Minister - Pour le Ministre	
 09-20-2017	

**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For Directed Contracts below 25K**

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## **Delivery Requirements outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File # Common-PS SRCL#2

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

### **1.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **1.4 Term of Contract**

#### **1.4.1 Period of the Contract**

The period of the Contract is from Contract award to December 22, 2017.

### **1.5 Authorities**

#### **1.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development  
10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name: Alma Moyeda, Procurement Officer  
Telephone: 819-953-6153  
Facsimile: 819-953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development  
6 Montcalm, Gatineau, QC K1A 0H4

Contact Name: Helene Lachance, Project Manager  
Geomatics Services  
Telephone: 813-301-1159  
Facsimile: 813-301-1820  
E-mail address: [helene.lachance@canada.ca](mailto:helene.lachance@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 1.5.3 Contractor's Representative

Turtle Technologies Inc.  
48 Wilderness Way, Stittsville, ON K2S 2E3

Contact Name: [REDACTED]  
Telephone: 613-435-0230  
E-mail address: [REDACTED]

#### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 1.7 Payment

##### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$21,658.00**. Applicable Taxes are extra.

##### 1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

##### 1.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 21,658.00**. Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **1.8 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the Invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **1.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.10 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**1.12 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**1.13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

**1.14 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/299/ZT; and
- (f) the Contractor's bid dated August 29, 2017

**1.15 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**1.16 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.



2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### **1.17 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other Instruments necessary to perfect the title that Canada may require.

#### **1.18 Limitation of Liability – Information management/Information Technology**

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### **b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.



- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
  - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
  - vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
  - vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims:**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
  - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

#### **1.19 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.
- If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **SW1 TITLE**

Geomatics technical services for the testing of GIS web mapping applications and infrastructure components.

#### **SW2 BACKGROUND**

Geomatics Services, within the Information Management Branch of Department of Indian Affairs and Northern Development (DIAND), requires professional services contract to support the maintenance of its current GIS Web Mapping Applications and cartographic products.

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products including ArcSDE-Oracle-based geospatial databases, web map services, web-based mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain intermediate testing expertise to develop testing plans for new GIS applications and test the current GIS web Mapping Applications. This includes GIS technical issues resolution and testing of the desktop-based and server-based geomatics system software and applications.

As a result, DIAND- Geomatics Services requires technical experience and expertise of a tester resource category with to complete the work as it relates to the above.

#### **SW3 BUSINESS AND TECHNICAL ENVIRONMENT**

##### **3.1 Business Environment**

3.1.1 DIAND's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. Eastern Time.

3.1.2 The Contractor is expected to be capable of providing Technical Services and Analysis within the regular working hours of DIAND, as identified above.

##### **3.2 Technical Environment**

3.2.1 It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1 desktop and server based environments.

3.2.2 All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.

3.2.3 The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in section 4, Scope of Work for specific Resource Categories:

- i) Windows Server 2003/2008;
- ii) MS Office Suite 2010;
- ii) ORACLE product suite V11
- iv) ESRI product suite V10.1 or higher

3.2.4 When working on-site at DIAND, Contractor Resource(s) will be provided with access to workstations with the following software sets:

- i) Windows7;
- ii) MS Office Suite;
- iii) Novell GroupWise or MS Outlook;
- iv) CIDM (DIAND's RDIMS implementation)
- v) ESRI ArcGIS suite of products.

s.20(1)(b)

s.20(1)(c)

3.2.5 All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository – DIAND's RDIMS implementation and the established conventions for mapping products.

#### SW4 SCOPE OF WORK

#### 4.1 Technical Services and Analysis Related to this project

In the provision of service to DIAND, the Contractor shall, provide (to the satisfaction of the DIAND Project Authority) GIS and Geomatics Technical Services and Testing related to the GIS Web Mapping Application and the delivery of Mapping products.

#### 4.2 Supplying Resources

In supplying resources as described below, the Contractor may be required to supply:

- a) A single resource to work independently;
- b) A single resource as part of, or to lead a team;
- c) A group of resources to act as a team;
- d) A group of resources to supplement a team; or
- e) Multiple resources to act in any combination of the above.

#### 4.3 Resource Categories and Total Number of Contractor Resources

Through this Contract, DIAND will require the services of up to one Individual Contractor Resources in total. The Level of Expertise and the actual number of Contractor Resources in each Resource Categories are displayed in the Table below.

Resource Categories and Total Number of Contractor Resources				
Resource Category	# of Resources Required	Category	Level	Estimated Days
Tester	1	1.11	2	

#### 4.4 Contractor Resource Roles and Tasks

##### 4.4.1 Tester (category 1.11)

Typical activities of Tester (category 1.11) may include (but are not limited to):

- a) Test planning and coordination.
- b) Supervision of testing in accordance with the plan.
- c) Management and monitoring of test plans for all levels of testing.
- d) Management of walkthroughs and reviews related to testing and implementation readiness.
- e) Status reporting.
- f) Development of test scenarios and test scripts.
- g) Establishing and maintaining source and object code libraries for a multi-platform, multi-operating system environment.
- h) Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures.
- i) Establishing and operating "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure.

- j) Establishing a validation and verification capability which assumes functional and performance compliance.

## **SW5 DELIVERABLES**

5.1 Deliverables will be specified within the terms and conditions of the Contract. The scope of work shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.

5.2 Specific deliverables for the resource categories listed and service requirements may include, but are not limited to, any combination of the following:

- a) Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;
- b) Review, re-use and leverage all existing procedures manuals;
- c) Review, re-use and leverage all work done previously under the Enterprise Geographic Project and client projects;
- d) Review, re-use and leverage all work done to today on the establishment of the Enterprise Geographic Infrastructure;
- e) Document requirements that directly support the business processes, and define a minimum standard that must be met in any "to be" state;
- f) Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- g) Document technology constraints for hosting Enterprise Geographic solution and define a minimum standard that must be met in any "to be" state;
- h) Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- i) Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the data, and make a decision about data quality standard required for the implementation of solution;
- j) Document requirements for non-functional concerns such as performance, reliability, availability, and security;
- k) Document the requirements for new Interface based on the project requirements;

5.3 In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.

5.4 The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.

5.5 Payment will be made upon receipt of an invoice, based on the terms of payment specified in accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

## **SW6 REPORTING REQUIREMENTS**

- 6.1 Reporting requirements may include, but are not limited to, any of the following:
- a) Weekly update reports, content documented through simple minutes and agenda (preferably in person);
  - b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
  - c) Other related reporting.

**6.2** The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (1), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.

**6.3** The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.

**6.4** It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

#### **SW7 LANGUAGE OF WORK**

**7.1** The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability indicated in the Contractor's Proposal.

**7.2** The language of all written Deliverables will be, at minimum English.

**ANNEX "B"**  
**BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of **\$21,658.00**. Applicable Taxes are extra.

s.20(1)(b)

s.20(1)(c)

	Period Contract award to December 22, 2017	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 1 Information Technology (IT) – Application Services – 1.11 Tester - Intermediate Resource <b>Sebastien Zent</b>			<b>\$21,658.00</b>
2	Applicable Taxes (QST: 14.975%)			\$3,243.29
3	Total:			\$24,901.29



# **ANNEX "C"** **SECURITY REQUIREMENT CHECK LIST**

COMMON-PS-SRCL#2

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000195082</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

## **SECURITY REQUIREMENTS CHECK LIST (SRCL)** **LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVER6)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#2

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000195082</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART 1 - ACCESS/ACCÈS: PARTIE A - ACCÈS**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes  
Non ☐ Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document: ☒ No ☐ Yes  
Non ☐ Oui

**PART 2 - PERSONNEL / PERSONNEL: PARTIE B - PERSONNEL FOURNISSEUR**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  
☒ No ☐ Yes  
Non ☐ Oui

**PART 3 - SITE GUARDS / SURVEILLANCE: PARTIE C - MESURES DE PROTECTION FOURNISSEUR**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non ☐ Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non ☐ Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non ☐ Oui

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

COMMON-PS-SRCL#2

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000195082</b>
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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement insérées dans le tableau récapitulatif.

## SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO RESTREINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements / Biens														
Personnel														
IT System / Système TI														
IT User / Utilisateur														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERB est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERB sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with  
attachements (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec  
des pièces jointes).

TBS/ECT 350-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**

Canada

COMMON-P6-SRCL#2



Contract Number / Numéro du contrat <b>1000195082</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

<b>13. Organization Project Authority / Charge de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?</b> Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature <b>Saumur, Jacques O</b>		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@psgo-pwsc.gc.ca  
Telephone / Téléphone 613-943-1732  
Facsimile / Télécopieur 613-943-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
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Canada

Contract 4500368370

(9/18/2017) AC Sécurité dans les contrats HQs Security in Contracting -

Page 3

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
1000195082  
Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de l'organisme Name (first) - Nom (en lettres minuscules) Helene Leclercq				Title - Titre National Manager, Geomatics Services		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone (819) 364-1180		Facsimile No. - N° de télécopieur (819) 954-7825		E-mail address - Adresse courriel Helene.Leclercq@canada.ca		Date 30 août 2017	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (first) - Nom (en lettres minuscules) J. J. J. J. J. J.				Title - Titre Sylvie		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone (819) 954-0000		Facsimile No. - N° de télécopieur (819) 954-0774		E-mail address - Adresse courriel Security Officer		Date Sep 20, 2017	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Other							
16. Procurement Officer / Agent d'approvisionnement Name (first) - Nom (en lettres minuscules) Alma Mays				Title - Titre Procurement Officer		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 819 953 6153		Facsimile No. - N° de télécopieur 819 953 7721		E-mail address - Adresse courriel alma.mays@canada.ca		Date September 11, 2017	
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité Name (first) - Nom (en lettres minuscules)				Title - Titre		Signature	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel		Date	

Y20007 000-00000-010

Security Classification / Classification de sécurité

Canada

NCR#10036837 - v1



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

s.19(1)

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

Name and Address of Contractor  
Nom et adresse de l'entrepreneur

Turtle Technologies Inc.

ProServices SA  
E60ZT-120001/299/ZT


Canada

PWGSC-TPSGC 9400-4 (02/2014)  
A0454877\_245-000245

Released under the Access  
to Information Act

Communiqué en vertu de la  
Loi sur l'accès à  
l'information

Page 1 of 19

File No. - N° de dossier	
1000195193-4500369279	
Date of Contract - Date du contrat	
2017-09-20	
Contract No. - N° du contrat	
4500369279	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195193	
Financial Code(s) - Code(s) financier(s)	
0420-A4150-54701-A6876-ND9A	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
helene.lachance@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$24,961.07	
For the Minister - Pour le Ministre	
 Sept. 20, 2017	

**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For Directed Contracts below 25K**

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### **Delivery Requirements outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File # Common-PS SRCL#2

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **1.4 Term of Contract**

##### **1.4.1 Period of the Contract**

The period of the Contract is from Contract award to March 31, 2018.

Contract 4500369279

## 1.5 Authorities

### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Department of Indian Affairs and Northern Development  
10 Wellington Street, Gatineau, QC K1A 0H4

Contact Name: Alma Moyeda, Procurement Officer  
Telephone: 819-953-6153  
Facsimile: 819-953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development  
9 Montclair, Gatineau, QC K1A 0H4

Contact Name: Helene Lachance, Program Manager  
Geomatics Services  
Telephone: 819-953-1100  
Facsimile: 819-953-1620  
E-mail address: [helene.lachance@canada.ca](mailto:helene.lachance@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 1.5.3 Contractor's Representative

Turtle Technologies Inc.  
48 Wilderness Way, Stittsville, ON K2S 2E3

Contact Name: [REDACTED]  
Telephone: 613-435-0230  
E-mail address: [REDACTED]

## 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Contract 4500369279

## **1.7 Payment**

### **1.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$21,710.00. Applicable Taxes are extra.

### **1.7.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

### **1.7.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 21,710.00. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **1.8 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **1.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.10 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.12 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirement Check List
- (e) Supply Arrangement Number E60ZT-120001/299/ZT; and
- (f) the Contractor's bid dated August 31, 2017

#### 1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**1.18 Limitation of Liability – Information management/Information Technology**

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to Intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.



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- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims:**
  - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
  - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

#### **1.19 Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that

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equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **SW1 TITLE**

Geomatics technical services for Javascript Web Mapping application with ESRI ArcGIS Server

#### **SW2 BACKGROUND**

Geomatics Services, within the Information Management Branch of the Department of Indian Affairs and Northern Development (DIAND), requires professional services contract to develop GeoViewer context using Javascript Web Mapping Application tool in ESRI ArcGIS Server environment.

The DIAND's Corporate Geospatial Infrastructure comprises ESRI ArcGIS suite of products on Desktop and Servers including ArcSDE-Oracle-based geospatial databases, web map services, web-based mapping and desktop-based applications, data update processes, map templates, standard operating procedures and other supporting documentation.

The objective of this contract is to obtain intermediate GIS Web developer expertise to re-use the GeoViewer web mapping application and develop multiple client contexts. The work is using server-based geomatics system software and applications.

As a result, DIAND- Geomatics Services requires technical experience and expertise of one resource category to complete the work as it relates to the above.

#### **SW3 BUSINESS AND TECHNICAL ENVIRONMENT**

##### **3.1 Business Environment**

3.1.1 DIAND's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. Eastern Time.

3.1.2 The Contractor is expected to be capable of providing GIS programmer expertise within the regular working hours of DIAND, as identified above.

##### **3.2 Technical Environment**

3.2.1 It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite 2010 (including Word, Excel, and PowerPoint) and the ESRI ArcGIS V10.1, V10.3.1 and V10.4 desktop and server based environments.

3.2.2 All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.

3.2.3 The Contractor resources shall be familiar, at a minimum, with the following software used within DIAND, in addition to any software listed in section 4, Scope of Work for specific Resource Categories:

- i) Windows Server 2003/2008;
- ii) MS Office Suite 2010;
- ii) ORACLE product suite V11g
- iv) ESRI product suite V10.1, V10.3.1 and V10.4

3.2.4 When working on-site at DIAND, Contractor Resource(s) will be provided with access to workstations with the following software sets:

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s.20(1)(b)  
s.20(1)(c)

- i) Windows7;
- ii) MS Office Suite;
- iii) Novell GroupWise or MS Outlook;
- iv) CIDM (DIAND's RDIMS implementation)
- v) ESRI ArcGIS suite of products.

3.2.5 All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository – DIAND's RDIMS implementation and the established conventions for mapping products.

#### SW4 SCOPE OF WORK

##### 4.1 GIS programmer expertise Related to this project

In the provision of service to DIAND, the Contractor shall, provide (to the satisfaction of the DIAND Project Authority) web developer Services to use the GeoViewer technology and develop multiple context web mapping applications.

##### 4.2 Supplying Resources

In supplying resources as described below, the Contractor may be required to supply:

- a) A single resource to work independently;
- b) A single resource as part of, or to lead a team;
- c) A group of resources to act as a team;
- d) A group of resources to supplement a team; or
- e) Multiple resources to act in any combination of the above.

##### 4.3 Resource Categories and Total Number of Contractor Resources

Resource Categories and Total Number of Contractor Resources				
Resource Category	# of Resources Required		Level	Estimated Days
GIS Programmer Analyst	1		2	

##### 4.4 Contractor Resource Roles and Tasks

###### 4.4.1 GIS Programmer Analyst Level 2

Responsibilities could include but are not limited to:

- Provide operational, technical and analytical expertise to GIS projects by understanding how to apply the principles and practices of GIS as a decision support tool.
- Translate spatially related user requirements and technical systems specifications into working, tested GIS applications, including developing detailed programming specifications, writing and/or generating code, compiling and integrating data driven programs and systems, interacting with spatial databases and conducting unit tests.

#### SW5 DELIVERABLES

5.1 Deliverables will be specified within the terms and conditions of the Contract. The scope of work shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.

5.2 Specific deliverables for the resource categories listed and service requirements may include, but are not limited to, any combination of the following:

- a) Written reports on the detailed technical and business requirements and data readiness, including data conversion analysis of existing databases, applications or software and the associated costs;
- b) Review, re-use and leverage all existing procedures manuals;
- c) Review, re-use and leverage all work done previously under the Enterprise Geographic Project and client projects;
- d) Review, re-use and leverage all work done to today on the establishment of the Enterprise Geographic Infrastructure;
- e) Document requirements that directly support the business processes, and define a minimum standard that must be met in any "to be" state;
- f) Document requirements for interfaces with other DIAND applications and data, (GIS and IT) and define a minimum standard that must be met in any "to be" state;
- g) Document technology constraints for hosting Enterprise Geographic solution and define a minimum standard that must be met in any "to be" state;
- h) Evaluate and/or validate the quality of the existing data, including spatial data and define a minimum standard that must be met in any "to be" state;
- i) Produce a strategy and a data quality plan to allow the business unit to proceed to cleaning up the data, and make a decision about data quality standard required for the implementation of solution;
- j) Document requirements for non-functional concerns such as performance, reliability, availability, and security;
- k) Document the requirements for new interface based on the project requirements;

5.3 In meeting its obligations under the Contract, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority, and in accordance with section on "Reporting Requirements" of this SOW.

5.4 The Contractor shall submit all scheduled and requested deliverables and amendments to the DIAND Project Authority (or this person's due designate) in accordance with the timing as set out by the DIAND Project Authority. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted.

5.5 Payment will be made upon receipt of an invoice, based on the terms of payment specified in accordance with the Terms and Conditions of the Contract, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all services/deliverables prior to authorizing any payment to the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the DIAND Project Authority will have the right to reject it or require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

## **SW6 REPORTING REQUIREMENTS**

6.1 Reporting requirements may include, but are not limited to, any of the following:

- a) Weekly update reports, content documented through simple minutes and agenda (preferably in person);

- b) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
- c) Other related reporting.

6.2 The timing and format of any required reports will be specified by the DIAND Project Authority, and will be in the frequency listed in (1), and as the need arises based on progress of the project. Format can also include requirements laid out by DIAND project governance process, which will be communicated to the Contractor by the DIAND Project Authority without delay.

6.3 The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority.

6.4 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

#### **SW7 LANGUAGE OF WORK**

7.1 The language of work and correspondence for this Contract will be in English, in accordance with the Official Language(s) of Capability indicated in the Contractor's Proposal.

7.2 The language of all written Deliverables will be English.

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**ANNEX "B"**  
**BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to a limitation of expenditure of **\$21,710.00**. Applicable Taxes are extra.

s.20(1)(b)

s.20(1)(c)

	Period Contract award to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 2- Geomatics Services – 2.7 GIS Programmer / Analyst - Intermediate Resource: Laurier Seguin			\$21,710.00
2	Applicable Taxes (QST: 14.975%)			\$3,251.07
3	Total:			\$24,961.07

ANNEX "C"  
SECURITY REQUIREMENT CHECK LIST

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du Canada

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## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.			
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/> NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion		All NATO countries Tous les pays de l'OTAN	
<input type="checkbox"/>		<input type="checkbox"/>	
Not releasable À ne pas diffuser		No release restrictions Aucune restriction relative à la diffusion	
<input type="checkbox"/>		<input type="checkbox"/>	
Restricted to: / Limité à:		Restricted to: / Limité à:	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A	
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B	
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL	
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET	
TOP SECRET TRÈS SECRET		TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

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**9. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?**  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

**10. Will the supplier require access to extremely sensitive INFOSEC information or assets?**  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis**

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET-SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COMINT TOP SECRET COMINT TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Remarques spéciales:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

**10. b) May unscreened personnel be used for portions of the work?**  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

**11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?**  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes

**11. b) Will the supplier be required to safeguard COMSEC information or assets?**  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes

**PRODUCTION**

**11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?**  
Les installations du fournisseur seront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

**11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?**  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes

**11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?**  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes

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**For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.**  
**Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.**

**For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.**  
**Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.**

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Informations / Actifs																	
Manufacturing / Data / Production																	
IT Assets / Support IT / IT Assets / Support IT																	
IT User / IT User																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  
☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  
☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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<b>13. Organization Project Authority / Charge de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?</b> Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
<input type="checkbox"/> No / Non		<input type="checkbox"/> Yes / Oui	
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature <b>Saumur, Jacques O</b>		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
Jacques.Saumur@pspc-pwgsc.gc.ca  
Telephone / Téléphone 613-943-1732  
Facsimile / Télécopieur 613-943-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**

Canada



Contract Number / Numéro du contrat <b>1000195193</b>
Security Classification / Classification de sécurité

<b>13. Organization Project Authority / Comité de projet de l'organisme</b> Name (print) – Nom (en lettres majuscules) Hélène Lachance				Title – Titre National Manager, Geomatics Services		Signature 	
Telephone No. – N° de téléphone (819) 901-1150	Facsimile No. – N° de télécopieur (819) 904-7825		E-mail address – Adresse courriel Helen.Lachance@canada.ca		Date 11 sept 2017		
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b> Name (print) – Nom (en lettres majuscules)				Title – Titre Contracting Security Officer		Signature 	
Telephone No. – N° de téléphone Tél. (819) 955-0903 Fax (819) 904-6774	Facsimile No. – N° de télécopieur		E-mail address – Adresse courriel		Date 20/09/2017		
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?</b> Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?							
<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out							
<b>16. Procurement Officer / Agent d'approvisionnement</b> Name (print) – Nom (en lettres majuscules) Alma Moyeda				Title – Titre Procurement Officer		Signature 	
Telephone No. – N° de téléphone 819 953 6153	Facsimile No. – N° de télécopieur 819 953 7721		E-mail address – Adresse courriel alma.moyeda@canada.ca		Date September 12, 2017		
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b> Name (print) – Nom (en lettres majuscules)				Title – Titre		Signature	
Telephone No. – N° de téléphone	Facsimile No. – N° de télécopieur		E-mail address – Adresse courriel		Date		

T387617 300-130(2004/12)

Security Classification / Classification de sécurité

Canada

NCR#10044629 - v1

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Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development  
10 Wellington Street  
Gatineau, Quebec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**

NCR Associates  
130 Albert Street, Suite #605  
Ottawa, ON  
K1P 5G4

Canada

PWGSC-TPSGC 9400-4 (02/2014)

A0454877\_266-000266

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l'information

Page 1 of 10

File No. - N° de dossier	
4500369367	
Date of Contract - Date du contrat	
2017-09-22	
Contract No. - N° du contrat	
4500369367	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195227	
Financial Code(s) - Code(s) financier(s)	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Destination	
QC	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
Request Web sites and aadnc.gc.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
Meghan.Smith@aadnc-aandc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-8129	
Total estimated cost - Coût total estimatif	
\$7,155.75	
For the Minister - Pour le Ministre	
Meghan Smith	

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Contract No. 4500369367

### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.0 Security Requirements**

1.1 There is no security requirement applicable to this Contract.

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of a Senior Leadership Development Consultant for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

##### **1.3.2 Supplemental General Conditions**

**1.3.2.1 4007** (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights In Foreground Information.

#### **1.4 Term of Contract**

##### **1.4.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2018 inclusive.

#### **1.5 Authorities**

##### **1.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Meghan Smith

Telephone: 819-953-8129

E-mail address: [Meghan.Smith@aadnc-aandc.gc.ca](mailto:Meghan.Smith@aadnc-aandc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **1.5.2 Project Authority**

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Rebecca Weisgerber

Telephone: 819-639-2439

E-mail address: [Rebecca.Weisgerber@aadnc-aandc.gc.ca](mailto:Rebecca.Weisgerber@aadnc-aandc.gc.ca)

Contract No. 4500369367

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **1.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### **1.7 Payment**

##### **1.7.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

##### **1.7.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

##### **1.7.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$6,815.00. Custom duties and Applicable Taxes are extra.**
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

##### **1.7.4 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



**Contract No. 4500369367**

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. The Work performed has been accepted by Canada.

#### **1.8 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.9 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not

Contract No. 4500369367

responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.11 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.12 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **1.13 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (h) Supply Arrangement Number E60ZT-120001/405/ZT; and
- (i) the Contractor's bid dated January 19, 2017

#### **1.14 Basis for Canada's Ownership of Intellectual Property**

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **1.15 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **1.16 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as

soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.
- If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

**ANNEX "A"**  
**STATEMENT OF WORK**

**PROJECT TITLE**

s.19(1) Executive Coaching Services

s.20(1)(b) **BACKGROUND**

s.20(1)(c)

We require one full-time senior leadership development consultant to provide executive coaching services to [REDACTED] Director of Business Development, Indigenous and Northern Affairs Canada, 10 Wellington Street, 11<sup>th</sup> Floor, Gatineau, Quebec, K1A 0H4.

**OBJECTIVE**

The coaching program is to continue to support [REDACTED] in competency development which will increase the value of his contributions in the Public Service of Canada. This will include:

- Ongoing review of leadership and management competencies and approaches.
- Development of new insights and competencies, based on integral development methodology.
- Support for the implementation of new approaches.
- Career counseling and transition
- Interview for selection boards

**SCOPE OF WORK**

The Coaching program will include [REDACTED] of coaching meetings, pre and post meeting work that may include the development of support materials/exercises from date of contract award to March 31, 2018.

**DELIVERABLES**

The coaching sessions will be hourly meetings based upon Brad Clines availability at the client's office or meeting room at client's location at 10 Wellington Street, 11<sup>th</sup> Floor, Gatineau, QC, K1A 0H4.

**CONFIDENTIALITY**

The purpose of the contract is to provide professional services to an executive. There will be official government material exchanged between the contractor and the employee.

**DEPARTMENTAL SUPPORT**

The consultant will not have access to the Department's information management system nor the intranet. A work space will not be available to the consultant nor will program materials be shared.

**LOCATION OF WORK**

National Capital Region

s.20(1)(b)

s.20(1)(c)

## ANNEX "B"

## BASIS OF PAYMENT

COSTS:

The following table outlines the estimated professional services costs associated with this project.

	Period	All-inclusive fixed Hourly Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Contract Award to March 31 <sup>st</sup> , 2018			
1a	Senior Leadership Development Consultant			\$6,815.00
			Total :	\$6,815.00
			GST on professional fees 5%	\$340.75
			Grand Total (taxes included)	\$7,155.75



## Amendment Number 1

All correspondence and invoices must show the file and Contract/Standing Offer Agreement/Supply Arrangement number

Contract: 4500369369	File Number: 1632-11/4500369369
Donna Cona Inc. 106 Colonnade Rd., Suite 100 Ottawa, ON K2E 7L6	Business Continuity/Disaster Recovery Specialist
	October 4, 2017

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

1) In Annex "A" Statement of Work, SWS Location of Work and Travel insert the following paragraph:

The contractor may be required to travel to DIAND regional offices to provide advice and guidance, training and assistance with local Business Continuity Planning and assist with testing plans through Table Top Exercises. Expenses while travelling on government business will be reimbursed based on the Treasury Board of Canada Secretariat's Travel Directive guidelines.

2) In Section 1.7 Payment insert the following clause:

**1.7.3 Authorized Travel and Living Expenses**

For the requirements to travel described in section(s) SW2, SW4 and SW5 of the Statement of Work in Annex "A" the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$ 8,900.00. Applicable Taxes are included.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and NCR or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit.


Estimated Cost: \$ 8,900.00

Total Value of this Amendment: \$8,900.00.



All other terms and conditions remain the same.

A Original Contract value	\$79,332.95
B Net change by amendment numbers	\$0.00
C This amendment number 1	\$8,900.00
D Revised total value of Contract	\$88,232.95
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
<div style="text-align: right;">Oct 4, 2017 Date</div>	<div style="text-align: right;">Oct 4, 2017 Date</div>

Contr  Alma Moyeda  
Procurement Officer



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

s.19(1)

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development

10 Wellington Street, Room 195  
Gatineau, Quebec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**

Donna Cona Inc.  
4106 Colonnade Rd. Suite 100  
Ottawa, ON

K2P1W4

ProServices SA  
E60ZT-120001/185/ZT

Canada

PWGS-TPSGC 9400-4 (02/2014)  
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l'information

Page 1 of 17

File No. - N° de dossier	
1000194893-4500369369	
Date of Contract - Date du contrat	
2017-09-27	
Contract No. - N° du contrat	
4500369369	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000194893	
Financial Code(s) - Code(s) financier(s)	
0420-A4142-54819-A0000-ND94	
Duty - Droits	Applicable Taxes / Taxes applicables
<input type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Quebec	
Destination	
Department of Indian Affairs and Northern Development 9 Montclair St. Gatineau, Quebec K1A 0H4	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
roberta.hughes@canada.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
alma.moyeda@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-953-6153	819-953-7721
Total estimated cost - Coût total estimatif	
\$79,332.95	
For the Minister - Pour le Ministre	
 September 27, 2017	



**ProServices**  
**Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**  
**For below NAFTA Requirements**

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### **1.1 Security Requirements**

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Officer MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Officer must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_C\_\_;
  - b. *Industrial Security Manual* (Latest Edition).

#### **1.2 Statement of Work**

This Contract is being issued for the requirement of one (1) Stream 4 – Business Services Class – 4.4 Business Continuity / Disaster Recovery Specialist - Intermediate for the Department of Indian Affairs and Northern Development under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

#### **1.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **1.3.1 General Conditions**



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Affaires indiennes et du Nord Canada

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2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 1.4 Term of Contract

##### 1.5.1 Period of the Contract

The period of the Contract is upon contract award to March 31, 2018, inclusive.

#### 1.5 Authorities

##### 1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alma Moyeda  
Procurement Officer  
Department of Indian Affairs and Northern Development  
Room 195, 13<sup>th</sup> Floor, 10 Wellington Street  
Gatineau, Quebec, K1A 0H4

Telephone: (819) 953-6153  
Facsimile: (819) 953-7721  
E-mail address: alma.moyeda@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 1.5.2 Project Authority

Department of Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, Quebec, K1A 0H4

Contact Name: Roberts Hughes, Team Leader, IT Security Division  
Telephone: 819-210-9555  
Facsimile: 819-997-8018  
E-mail address: roberta.hughes@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### 1.5.3 Contractor's Representative

Donna Cona Inc.  
106 Colonnade Rd., Suite 100  
Ottawa, ON K2E 7L6

Contact Name: [REDACTED]  
Telephone: 613-234-5407



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Affairs Canada

Affaires indiennes  
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Facsimile: 613-234-7761  
E-mail address: [Proposals@DonnaCona.com](mailto:Proposals@DonnaCona.com)

#### 1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 1.7 Payment

##### 1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure of \$ 69,000.00. Customs duties are included and Applicable Taxes are extra.

##### 1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 69,000.00. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.8 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

Canada will pay invoices on contracts against the Supply Arrangement by:



☐ Visa  
☐ Mastercard  
☒ Direct Deposit

### Electronic Payment

The Government of Canada is switching from payment by cheque to payment by direct deposit, (<http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html>) an electronic transfer of funds deposited directly into the recipients bank account. Contractors/Suppliers/Offerors must contact the federal department(s) or agency(ies) responsible for issuing their payment(s) to obtain additional information, to confirm their direct deposit enrolment process and the steps to be followed.

To facilitate the transition to direct deposit, the Department of Indian Affairs and Northern Development (DIAND) requires that all Contractor's/Suppliers/Offerors doing business with the department immediately register for Electronic Direct Payment (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>).

### 1.9 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### 1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all





reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.11 Time Verification**

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **1.12 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### **1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



#### 1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-120001/185/ZT; and
- (g) the Contractor's bid dated September 19, 2017.

#### 1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

#### **1.19 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **1.20 Limitation of Liability – Information management/Information Technology**

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

##### **b. First Party Liability:**

i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";

B. physical injury, including death.

ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade



secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
  - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
    - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
  - vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
  - vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims:**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
  - iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.



## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Stream 4 – Business Services – 4.4 Business Continuity/Disaster Recovery Specialist - Intermediate

#### **SW1 OBJECTIVE**

The objective of this contract is to acquire professional support services for work pertaining to the Business Continuity Management (BCM) program under the Enterprise IM/IT Strategic Services (ESS) directorate within the Information Management Branch (IMB) of the Department of Indian Affairs and Northern Development (DIAND), hereafter named the Department.

#### **SW2 RESPONSIBILITIES AND TASKS**

The contractor will perform the Business Continuity Planning (BCP) Coordinator responsibilities for the departmental BCM program. They will be responsible for ensuring ongoing liaison with, and the approvals of, the Departmental Security Officer (DSO). The contractor will be responsible for the ongoing liaison with all sectors, regions and the development and maintenance of the overall Business Continuity Management Program and Disaster Recovery.

The roles and tasks of the contractor are as follows:

- Lead the coordination of the Department's BCM program;
- Conduct and review departmental business impact assessments;
- Review departmental business continuity plans;
- Participate in the testing and exercising of departmental business continuity plans, which includes developing and facilitating exercises as required;
- Develop products, templates and tools as related to the Department's BCM program;
- Provide subject matter expert advice as appropriate and required, based on departmental best practices, directives, standards and policies;
- Coordinate readiness of the alternate site;
- Communicate progress to Senior Management as appropriate, obtain support, approvals and funding;
- Update the Executive Plan with BCP program related changes or any contact related changes;
- Invoke and adjust continuity strategies appropriately;
- Ensure development of a strategy to communicate BCP activities to employees and stakeholders;
- Establish working groups and define their roles and responsibilities;
- Ensure IM, IT and other continuity plans and arrangements are fully integrated in the BCM Program;
- Liaise with other departments and agencies as necessary to coordinate BCP;
- Collaborate with the IT Security Coordinator throughout the process; and
- Keep the Executive Team Lead and the Departmental Security Officer (DSO) informed throughout the process.

There are no precise deliverables required for this body of work.



### SW3 DEPARTMENTAL OBLIGATIONS

The department will support the contractor by:

- Providing access to the facilities, use of Government furnished equipment and access to the departmental network.
- Providing access to departmental policies and procedures, documentation and relevant material.
- Providing access to DIAND personnel to work with and assist with coordination, interview scheduling and data gathering.
- Providing comments and feedback on reports and work objective.

### SW4 CONTRACTORS OBLIGATIONS

The contractor will be responsible for:

- Keeping all documents and proprietary information confidential.
- Carrying out all tasks and deliverables as identified in Section 2.
- Providing routine progress reports (verbal or written) to the designated project coordinator on a weekly basis (at the minimum). Progress reports by email are acceptable, as long that no information higher than Protected A is transmitted.
- Participating in interview, meetings and / or teleconferences, as needed.
- Preparing all written reports electronically in Microsoft Office format and storing in the department's enterprise document management system.
- Maintaining security clearance with no conflict for the duration of the contract.
- Returning all materials belonging to DIAND upon completion of the contract.

### SW5 LOCATION OF WORK AND TRAVEL

All work by the contractor will be conducted at the Department's headquarters, located at 10 Wellington in Gatineau, Québec. The contractor will not be required to travel outside the National Capital Region (NCR). However, travel may be required from time to time within the NCR for meetings and interviews with DIAND personnel as needed. Travel within the NCR will not be reimbursed.

### SW6 LANGUAGE OF WORK

The language of work and correspondence for this Contract is English. The language of all written deliverables shall be English.



## ANNEX "B"

### BASIS OF PAYMENT

s.20(1)(b)

s.20(1)(c)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work to the limitation of expenditure of \$ 69,000.00. Customs duties are included and Applicable Taxes are extra.

	Period: Upon Contract to March 31, 2018	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Stream 4 – Business Services – 4.4 Business Continuity / Disaster Recovery Specialist-Intermediate Resource: Joey Raven			\$ 69,000.00
2	Applicable Taxes (QST 14.975%)			\$10,332.95
3	Total:			\$79,332.95





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Affairs Canada

Affaires indiennes  
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## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

SRCL / LVERS #6



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>1000194893</b>
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p> <p>Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>PARTIE B - PERSONNEL (SUPPLIERS) / PARTIE B - PERSONNEL (FOURNISSEURS)</b></p>															
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux :</p>				<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET												
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET												
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS															
<p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>															
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p> <p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b></p>															
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>PRODUCTION</b></p>															
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p><b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b></p>															
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui												

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du Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

10001 94893

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UNCLASSIFIED

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	SECRET TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Personnages / Biens Produits																
IT Assets / Données IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

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Contract Number / Numéro du contrat <b>1000194893</b>
Security Classification / Classification de sécurité UNCLASSIFIED

<b>PART D - AUTHORIZATION / PARTIE D - AUTORISATION</b>			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
			<b>23-06-2016</b>

Denica Zuger  
Quality Control Officer / Agente contrôle de la qualité  
Contract Security Division / Division des contrats sécurité  
Denica.zuger@tc.gc.ca  
Tel/Tél 613-943-1670 Fax/Télec 613-954-4171

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Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Canada

Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
1000194893  
Security Classification / Classification de sécurité

13. Information Security Authority / Service de protection des renseignements Name (print) - Nom (en lettres imprimées) Roberta Hughes		Title - Titre Assistant, IT Security		Signature <i>R. Hughes</i>	
Telephone No. - N° de téléphone (819) 897-8984	Facsimile No. - N° de télécopieur (819) 897-8918	E-mail address - Adresse courriel Roberta.Hughes@ndn.ca		Date 2017/08/17	
14. Organizational Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres imprimées) Ferdieu, SyMe		Title - Titre Security Officer		Signature <i>S. SyMe</i>	
Telephone No. - N° de téléphone Office: (819) 955-0808 Fax: (819) 894-6774		E-mail address - Adresse courriel Security Officer		Date 08/09/2017	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/>					
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres imprimées) Alma Mojeda		Title - Titre Procurement Officer		Signature <i>A. Mojeda</i>	
Telephone No. - N° de téléphone 819 953 6153	Facsimile No. - N° de télécopieur 819 953 7321	E-mail address - Adresse courriel Alma.mojeda@canada.ca		Date August 31, 2017	
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité Name (print) - Nom (en lettres imprimées)		Title - Titre		Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date	

TS/ST/ST 300-100/300-410

Security Classification / Classification de sécurité

Canada

NR00000001 - v5



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

**PURCHASING OFFICE - BUREAU DES ACHATS**

Department of Indian Affairs and Northern  
Development (DIAND)

10 Wellington  
Gatineau, Québec  
K1A 0H4

**CONTRACT - CONTRAT**

Canada accepts your bid to provide to Canada the goods, services  
or both described in the Contract in accordance with the conditions  
and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les  
biens, services ou les deux décrits dans le contrat conformément  
aux conditions et aux prix prévus au contrat.

**Name and Address of Contractor  
Nom et adresse de l'entrepreneur**

The Retirement Planning Institute  
210-5310 Canotek Rd  
Ottawa, Ontario  
K1J 9N5

Canada

PWGSC-TPSGC 9400-4 (02/2014)  
A0454877\_296-000296

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File No. - N° de dossier	
4500369700	
Date of Contract - Date du contrat	
2017-10-04	
Contract No. - N° du contrat	
4500369700	
Client Reference No. (optional) - N° de référence du client (facultatif)	
1000195500	
Financial Code(s) - Code(s) financier(s)	
Duty - Droits	Applicable Taxes / Taxes applicables
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
<input checked="" type="checkbox"/> Included Inclus	<input type="checkbox"/> Excluded En sus
FOB - FAB	
Destination	
NCR	
Invoices - Original and two copies must be completed and sent to: Factures - L'original et deux copies doivent être remplis et envoyés à :	
LED-BMU-FINANCE-TDE-UGA@aandc-aadnc.gc.ca	
Address inquiries to: - Adresser toute demande de renseignements à :	
bianca.richard@aandc-aadnc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
819-934-7499	819-953-7721
Total estimated cost - Coût total estimatif	
\$9,657.90	
For the Minister - Pour le Ministre	

**ProServices**  
**Contract Template for Directed Contracts below 25K**

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The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **6.1 Security Requirements**

6.1.2 There is no security requirement applicable to this Contract.

### **6.2 Statement of Work**

This Contract is being issued for the requirement of Professional Services for the Department of Indian Affairs and Northern Development Canada (DIAND) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to March 31, 2018 inclusive

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address:

Contact Name: Bianca Richard

Telephone: 819 934-7499

E-mail address: Bianca.richard@aadnc-aadnc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.5.2 Project Authority**

Department Name and Address

Contact Name: Nelson Barbosa, Director

Telephone: 773-987-1033

Facsimile: 773-987-0343

E-mail address: nelson.barbosa@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative**

Contact Name:

Telephone:

E-mail address:

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**6.7 Payment****6.7.1 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$8,400.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.8 Method of Payment (Single Payment)**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.9 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **6.10 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

#### **6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **6.12 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **6.13 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **6.14 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions
- (c) the general conditions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Supply Arrangement Number E60ZT-120001/357/ZT; and
- (i) the Contractor's bid dated – September 2017

#### **6.15 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **6.16 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

**3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract**

#### **6.17 Ownership**

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.**
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.**
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.**
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.**

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Two Day Retirement Planning Course**

##### **SW1 BACKGROUND**

1.1 Through the 2017/18 learning plan development process, employees of the Economic Program and Management Directorate (EPMD) expressed interest in a pre-retirement course during their discussions with managers. To support employee development/well-being as well as the importance and utility of pre-retirement planning overall, the management team thought it would be beneficial to consider having a presentation at INAC where the whole team could participate in a pre-retirement planning course.

##### **SW2 OBJECTIVE**

2.1 EPMD requires a two day seminar to provide staff with the tools and knowledge to develop individualized retirement plans.

##### **SW3 SCOPE OF WORK**

3.1 Under the guidance of DIAND, the Company shall provide a two day retirement course in each English and French and will cover the following categories listed below:

###### ***Public Service Pension Plan***

- Governance Plan
- PSSA Administration, Recent Amendments
- Types of Benefits
- Elective Service
- Unreduced Pension, Reduced Pension, Deferred Pension, Transfer Value, Return of Contributions
- CPP Integration
- Insurance coverage
- Severance Pay
- Survivor Benefits

###### **Financial Planning**

- Employer Pension Plan (PSSA)
- Canada/Québec Pension Plans (C/QPP)
- Old Age Security (OAS)
- Pension Portability, Buyback of Service
- Can You Afford to Retire?
- Work Income vs Retirement Income
- Personal Savings Impacts

###### **Financial Planning**

- Income Tax (Federal, Provincial)
- RRSPs, RRIAs and Annuities
- Severance Payments
- Types of Investments
- Investment Principles: diversification, risk/rewards, asset allocation

- Choosing an Planner
- Insurance and Estate

**Estate Planning**

- Powers of Attorney
- Need, Type, Advantages of a Will
- Need for a Lawyer
- The Executor and the Trustee
- Avoiding Probate
- Minimizing Taxes

**SW4 DELIVERABLES**

4.1 All correspondence and deliverables shall be sent to the DIAND project authority.

**SW5 REPORTING AND SCHEDULE**

5.1 All activities will be conducted in early December 2017.

<i>Activity</i>	<i>Estimated Timeline</i>
<i>2 Day Presentation in each English and French</i>	<i>Early December 2017, exact date to be confirmed</i>
<i>Provide a manual of the course contents to each participant in English or French as noted in the proposal</i>	<i>Early December 2017, exact date to be confirmed</i>
<i>Seminar Report as noted the proposal</i>	<i>Early December 2017, exact date to be confirmed</i>

5.2 The company shall provide the deliverables as follows:

<i>Deliverables</i>	<i>Draft Due date</i>	<i>Final Due date</i>
<i>Provide a manual of the course contents to each participant in English or French as noted in the proposal</i>	<i>n/a</i>	<i>At the seminars</i>
<i>Seminar Report as noted the proposal</i>	<i>1 week following last seminar</i>	<i>1 week after first draft is submitted</i>

5.3 The Company shall:

5.3.1 Submit all deliverables to DIAND as per the dates noted above in section 6.2.

5.3.2 DIAND shall provide comments on both the draft and final deliverables within 5 business days of receipt.

**SW6 DIAND SUPPORT**

**6.1 DIAND shall:**

6.1.1 Provide the Company with relevant documents pertaining to DIAND to facilitate the work.

**SW7 RESOURCE REQUIREMENTS**

**7.1 Language Requirements**

7.1.1 The Company must provide all deliverables and any supporting documents in English and French.

**7.2 Quality Assurance Requirements**

7.3.1 DIAND shall accept all deliverables (including the draft and final report, and any subsequent modifications) by e-mail and/or hard copy. Electronic versions of the reports are requested in Microsoft Word 2007 format or a format agreed upon by DIAND and the company.

**SW8 LOCATION OF WORK**

**8.1 Location of Work**

8.2 The 2 day presentations will be held at 10 Wellington St., Gatineau, Québec, 11<sup>th</sup> Floor, Room 1109.



s.20(1)(b)  
s.20(1)(c)


Contract #4500369700

Released under the Access  
to Information Act  
Communiqué en vertu de la  
Loi sur l'Accès à  
l'information

## ANNEX "B" BASIS OF PAYMENT

Payment for the satisfactory performance of the Work under this agreement shall be based on:

Maximum Authorized professional fees for Senior resources:

	\$8,400.00
Maximum PST Payable (9.975%).....	\$837.90
Maximum PST Payable (5%).....	\$420.00
Total.....	\$9,657.90



Public Works and Government  
Services Canada      Travaux publics et Services  
gouvernementaux Canada

Department of Indian Affairs and Northern  
Development Canada  
10 Wellington Street  
Gatineau, K1A 0H4

s.19(1)

## CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in  
accordance with the terms and conditions set out herein, referred to  
herein or attached hereto, the supplies and services listed herein and on  
any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du  
Canada, aux conditions énoncées ou incluses par référence dans les  
présentes et aux annexes ci-jointes, les articles et les services énumérés  
dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat	
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractères d'impression)	Signature      Date
	Oct-6/2017

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Lean Agility Inc.  
95-1 Guilgus Avenue  
Ottawa, Ontario  
K1N 5H8

**Canada**

PWGSC-TPSGC 9400-10 (02/97)

Page 1 of 11		
PWGSC File No. - N° de référence des TPSCG 4500369957		
Date of Contract - Date du contrat 2017-10-06		
Contract No. - N° du contrat 4500369957		
Requisition No. - N° de la demande Order Office Bureau demandeur	Yr An	Serial No. N° de série
Financial Code(s) - Code(s) financier(s)		
Duty - Droits		
F.O.B. - F.A.B.		
Goods and Services Tax - Taxe sur les produits et services		
Destination QC		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: Louise.Delorme@aadnc-aandc.gc.ca		
Address inquiries to: Adressez toute demande de renseignements à: Wei-Min.Ma@Canada.ca		
Telephone No. N° de téléphone (819) 997-3711	Facsimile No. N° de télécopieur (819) 953-7721	
Total est. cost - Coût total est. \$24,834.60		
For the Minister - Pour le Ministre 		

A0454877\_307-000307

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## **Delivery Requirements Outside a Comprehensive Land Claims Settlement Area**

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **1.0 Security Requirements**

1.01 There is no security requirement applicable to this Contract.

### **1.1 Statement of Work**

This Contract is being issued for the requirement of Business Process Consultants for the Department of Indian and Northern Affairs Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

### **1.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **1.2.1 General Conditions**

2010B (2010-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **1.2.2 Supplemental General Conditions**

1.2.2.1 4007 (2010-08-16), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information.

### **1.3 Term of Contract**

#### **1.3.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2018 inclusive.

### **1.4 Authorities**

#### **1.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Wei-Min Ma

Telephone: 819-997-3711

E-mail address: [Wei-Min.Ma@canada.ca](mailto:Wei-Min.Ma@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **1.4.2 Project Authority**

Department Name and Address: The Department of Indian Affairs and Northern Development

Contact Name: Louise Delorme

Telephone: 819-953-5666

E-mail address: [Louise.Delorme@adnc-aandc.gc.ca](mailto:Louise.Delorme@adnc-aandc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **1.5 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### **1.6 Payment**

##### **1.6.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

##### **1.6.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

##### **1.6.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,800.00 Custom duties and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **1.7 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. The Work performed has been accepted by Canada.

#### **1.8 Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **1.9 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.



#### **1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are DIAND accessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **1.11 Certifications Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **1.12 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **1.13 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Supply Arrangement Number E60ZT-120001/684/ZT; and
- (f) the Contractor's bid dated September 14, 2017

#### **1.14 Basis for Canada's Ownership of Intellectual Property**

The Department of Indian Affairs and Northern Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **1.15 Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary

right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### 1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



#### 1.10 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Title**

Professional Services: (9.5 Senior Business Process Consultants)  
LEAN Improvement of departmental Correspondence Process and Refining Business and Technical Requirements for CCM Enterprise Implementation

#### **Objective(s)**

Obtain professional services to apply the LEAN business process methodology in the department's document management system in order to implement outcomes within a 90 day timeframe to meet CCM Enterprise critical path timeframes.

#### **Background**

Department of Indian and Northern Affairs Canada (DIAND) requires an updated Correspondence Management System (CMS) to handle ministerial correspondence by corporate secretariat, as well as 23 other applications (including ATIP Requests, Grants and Contributions, Parliamentary returns, and Treasury Board submissions) requiring workflow and tracking capabilities. Currently, DIAND uses WebCIMS (Web Correspondence and Issues Management System) for such purposes, the current version of which is outdated and requires at least a major upgrade to address some (and not all) of its shortfalls. CCM Enterprise is the new standard which will replace WebCIMS across the department.

CCM Enterprise has been implemented in 23 Public Service departments. Each department has customized its IT infrastructure differently and has requested WorkDynamics Inc. (the licensee provider) to customize some of the system features to their business requirements, processes, and organizational structure.

The new CCM Enterprise system provides DIAND with the opportunity to make vital improvements to its process workflows, which are outdated and have been identified by in the department's Workplace Wellbeing Survey as irritants to employee morale and organizational wellbeing.

Culture change is a key priority at the heart of the project implementation plan, and the Lean methodology is celebrated for its focus on galvanizing employees directly impacted by the processes being analyzed. It is also aligned with the Clerk of the Privy Council priorities as identified by Blueprint 2020 in calling on government departments to streamline existing processes using new and innovative tools to guide change. The LEAN approach has been identified as a model of innovation, specifically targeting government organizations to engage stakeholders, create new accountabilities, and manage change in an entirely different way, all which support the successful implementation of CCM Enterprise and the department's Workplace Well-being and Mental Health Strategy, as key departmental priorities.

#### **Scope of work and Deliverables**

The following describes, in general terms, the range, extent and boundaries of the work and the duration of the overall project (start and finish dates).

#### **Tasks/Technical Specifications**

1. Provide introduction to Lean training for up to 25 people (October 2017).
2. Facilitate a five-day session (up to 25 people) using LEAN methodology to map the current and to-be state of the target process (November 2017).
3. Identify value added and non-value added activities and a list of key issues (people, process and technology).

4. Create a current-state value stream map (using WebCime), a future state value stream map (using CCM Enterprise). The visualization and quantification of the flows allow the consultant and stakeholders to understand the flaws of the actual situation.
5. Create a list of quick wins as well as more complex improvements (for review by the Ministerial Correspondence Director, senior management, and Business Process Requirement Working groups), with a proposed action plan. The consultants will identify solutions (alternative layouts) by applying lean methodologies: reducing waste, optimizing movements, automating repetitive manual actions, etc.
6. Develop key performance measures for the future process.
7. Develop and present a final report summarizing key findings and recommendations. (by December 12, 2017).
8. Support implementation of improvements and create ongoing continuous improvement tools and capacity in the team that runs the process (January-March 2018).
9. Develop a detailed initial project plan to pilot and implement key 60-180 day improvements by way of improvement experiments (January 2018).
10. Develop a visual project board and leading initial project meetings, developing in-house capacity to take over these meetings.
11. Define technology-solvable problems, review with Project Manager and Project Director, WorkDynamics Business Analysts, and IM/IT team, so that the system developers can refine their requirements to include these items (January-March 2018).

The consultants will present and communicate the different options, as the project evolves, to management and the different stakeholders (dates to be determined). Once a decision is taken, they will help the Corporate Secretariat championing change, helping incremental implementation and measuring the lean efficiency and savings.

Specific deliverable dates will be determined by the Project Director, following consultation with the consultants. Timelines may be adjusted, should there be unforeseen circumstances within DIAND's context, and overall CCM Enterprise project implementation timelines.

All documents developed by the consultants will be done using software compatible with those of DIAND (Microsoft Suite, etc.). Documents (in electronic format) will be submitted to the Project Director, within specified timelines (in draft version first to obtain feedback, and then in final version).

The approval and acceptance for all deliverables will be made by the Project Director.

### Client support

The Project Sponsor, Project Director, and Project Manager will provide ongoing information to the contractors throughout the project. The main point of contact will be the Project Director, Louise Delorme.

Facilities for 1-day group training and 5-day group facilitation will be provided by DIAND. Computers may be made available to contractors upon request for in-house (onsite) training/facilitation sessions.

All pertinent documents will be translated by DIAND. Timelines to submit final documents for translation will be indicated to the consultants by the Project Director.

**ANNEX "B"**  
**BASIS OF PAYMENT**

s.20(1)(b)

s.20(1)(c)

**COSTS:**

The following table outlines the estimated professional services costs associated with this project.

	Period	All-Inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
1	Contract Award to March 31 <sup>st</sup> , 2018			
1a	Senior Business Process Consultant (Principal resource: [REDACTED] Secondary resource: [REDACTED] [REDACTED])			\$21,800.00
			Total :	\$21,800.00
			Tax on fees 14.976%	\$3,234.80
			Grand Total (taxes included)	\$24,834.80